



1 NOW THEREFORE, in consideration of the mutual covenants and conditions listed below, the  
2 Parties agree as follows:

3 **GRANT TERMS AND CONDITIONS**

4 1. Due Diligence: Upon the commencement of the Term of this Agreement, Grantee agrees to  
5 proceed with due diligence to perform the Scope of Work.

6 2. Purpose: The purpose of this Agreement is to provide grant funding toward the proposed EV  
7 charging project (hereinafter “Project”). Grantee shall complete, own, operate and maintain the Project  
8 during the Term of the Agreement, in a manner that does not willfully void any warranty provided by a  
9 third party for any component of the Project. Grantee represents that it shall comply with all applicable  
10 federal, state, and local air quality rules and regulations during the Term of the Agreement.

11 3. Schedule: Grantee shall follow the general schedule specified in Exhibit A (also referred to as  
12 Scope of Work) attached hereto and incorporated herein by this reference.

13 4. Term: This Agreement shall commence on the date it is fully executed and shall terminate three  
14 (3) years after the date the Project is in place and put into operation, which date is currently estimated to  
15 be on or before April 30, 2025, or later if approved in writing by the AVAQMD. During the Term, either  
16 the AVAQMD or the California Air Resources Board (“CARB”) or their designee has, upon adequate  
17 notice as provided in Paragraph 11, the right to inspect the Project, enforce the provisions of this  
18 Agreement, conduct a fiscal audit, and seek any remedies available under the law for non-compliance with  
19 the terms and conditions of this Agreement.

20 5. Project Award: The total payment to Grantee shall not exceed One Hundred Twelve Thousand  
21 Five Hundred Dollars (\$112,500.00) or fifty percent (50%) of the costs of the final invoice, whichever is  
22 less, also described in Exhibit A, to be used towards the Project costs, including all applicable sales and  
23 use taxes incurred. Grantee shall be responsible for covering the remaining balance of the Project costs  
24 through other funding sources as disclosed in the Grantee’s application (“Supplementary Funds”).  
25 AVAQMD will not release funds until provided with satisfactory evidence of Grantee’s procurement or  
26 allocation of Supplementary Funds.

27 a. Payments.

28 i. AVAQMD shall not make any advance payment under this Agreement. Grant shall

1 become due and payable to Grantee by AVAQMD in one lump sum amount upon receipt  
2 by AVAQMD of a written final itemized invoice from Grantee along with all supporting  
3 documentation as specified in Exhibit A. The invoice must be submitted to AVAQMD,  
4 Attention: Julie McKeehan.

5 ii. Payment to Grantee under this Agreement shall be the amount awarded by the  
6 AVAQMD Governing Board as specified in Exhibit A that includes all applicable sales  
7 and use taxes incurred by Grantee for the Project. Grantee shall not receive additional  
8 funds for reimbursement of the sales and use taxes and shall not decrease work to offset  
9 therefor.

10 iii. In the event Grantee contracts with subcontractors to complete the Project, then  
11 concurrently with the submission of any claim for payment, Grantee shall certify that  
12 payment to any and all subcontractors has been made in full. Grantee shall support such  
13 certification by appropriate copies of invoices issued, checks, receipts, and similar  
14 documents.

15 b. Close-out Period.

16 i. All final invoices shall be submitted by Grantee within sixty (60) days following  
17 the completion of the Project. AVAQMD shall have no obligation to pay or take any action  
18 on an invoice submitted after the 60-day close-out period.

19 c. Repayment of Grant.

20 i. Grantee agrees to return all or a portion of the Grant (“Repayment”) to AVAQMD  
21 if any of the following occur:

22 1. The Project is sold or transferred and the buyer/owner fails to accept and  
23 perform the obligations set forth in this Agreement; or

24 2. The Project is destroyed or otherwise rendered inoperable during the Term  
25 of the Agreement and will not be restored within thirty (30) days thereof.

26 ii. The amount of Repayment shall be calculated as follows:

27 Repayment amount =  $\frac{G}{N}$

28 Where:

1 G = "Grant amount" is the amount of money Grantee receives as reimbursement for  
2 the Project pursuant to this Agreement.

3 N = "project life in years" which, for the purposes of this Agreement, shall be three  
4 (3) years or thirty-six (36) months

5 6. Maintenance: Grantee shall operate and maintain the Project pursuant to the manufacturer's  
6 specifications for the entire term. If during the term the Project fails for any reason, Grantee shall  
7 immediately notify the AVAQMD of the failure and must promptly repair or replace the non-operating  
8 Project component.

9 7. Independent Contractor:

10 a. The relationship of Grantee to AVAQMD under this Agreement is that of an independent  
11 contractor. Grantee is to exercise its own discretion as to the method and manner of performing  
12 its duties. AVAQMD will not exercise control over Grantee, its employees, agents, or  
13 subcontractors, except regarding the result to be obtained and to verify compliance with the terms  
14 of this Agreement. Grantee and AVAQMD shall comply with all applicable provisions of law and  
15 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
16 subject thereof.

17 b. Grantee understands that this Agreement does not preclude Grantee from performing  
18 services for other projects under the jurisdiction of the AVAQMD as long as such services are  
19 not in conflict with this Agreement and as long as such services do not create conflict of interest  
20 under applicable laws.

21 c. The Parties further agree that since the status of Grantee is that of an independent  
22 contractor, Grantee shall not become entitled to any employment rights or benefits that are  
23 available to the employees of AVAQMD. The Parties further agree that Grantee shall be solely  
24 responsible for providing to itself, and on behalf of itself, all legally required employment benefits.

25 8. Termination:

26 a. Breach of Agreement: AVAQMD may immediately suspend or terminate this Agreement,  
27 in whole or in part, where in the reasonable determination of AVAQMD there is:

28 i. An illegal or improper use of the Grant;

1           ii.     A breach by Grantee of any material term of this Agreement and failure to cure  
2           such breach within thirty (30) days following written notice from AVAQMD; or

3           iii.    A substantially incorrect or incomplete report submitted to AVAQMD that is not  
4           corrected within thirty (30) days following written notice by the AVAQMD of the report  
5           deficiencies.

6           iv.     A breach by sublet, transfer of any rights or obligations, modification or sale of the  
7           Project equipment by Grantee in violation of Paragraph 16c or 16d of this Agreement prior  
8           to the termination of this Agreement.

9           b.     In no event shall any reimbursement by AVAQMD constitute a waiver by AVAQMD of  
10          any breach of this Agreement or any default which may then exist on the part of Grantee. Neither shall  
11          such reimbursement impair or prejudice any remedy available to AVAQMD with respect to the breach or  
12          default. AVAQMD shall have the right to demand of Grantee Repayment to AVAQMD of any funds  
13          disbursed to Grantee under this Agreement which in the judgment of AVAQMD were not expended in  
14          accordance with the terms of this Agreement. Grantee shall promptly submit the Repayment upon written  
15          demand by AVAQMD.

16          c.     In addition to immediate suspension or termination, AVAQMD may seek any other  
17          remedies available at law, in equity, or otherwise specified in this Agreement.

18          d.     Termination Without Cause: In the event of unavailability of funds because of fault or no  
19          fault of either Party, such Party may terminate this Agreement upon giving written notice to the  
20          other Party at least thirty (30) days before the effective date of such termination.

21          e.     Termination For Cause: AVAQMD may terminate this Agreement upon the conviction for  
22          any criminal act by Grantee, its agents, officers and employees if such criminal act directly relates  
23          to the Project that is the subject of this Agreement.

24          9.     Indemnification: Grantee agrees to indemnify, defend and hold harmless AVAQMD and its  
25          authorized agents, officers, volunteers and employees against any and all claims or actions arising from  
26          Grantee's acts, errors or omissions in performing services pursuant to this Agreement. Grantee agrees to  
27          indemnify, defend, and hold harmless AVAQMD, its authorized agents, officers, volunteers and  
28          employees against any and all losses sustained by a third party due to the third party's use of the Project

1 equipment pursuant to this Agreement. AVAQMD agrees to indemnify, defend and hold harmless  
2 Grantee and its authorized agents, officers, volunteers and employees against any and all claims or actions  
3 arising from AVAQMD's acts, errors or omissions in performing services pursuant to this Agreement.

4 10. Insurance:

5 In order to accomplish the indemnification herein provided for, Grantee shall procure and maintain  
6 throughout the Term of this Agreement, insurance coverage against loss, destruction, vandalism,  
7 and breach of warranty on the Project including coverage for personal injury and property damage.

8 11. Audits, Inspections and Reports:

9 a. During the Term, either or both the AVAQMD and CARB or their designee shall have the  
10 right to inspect the Project, enforce the terms of this Agreement, and pursue a refund for any  
11 noncompliance with the terms and conditions of this Agreement. Grantee shall make available to  
12 AVAQMD at any time during regular business hours following a three (3) day notice from the  
13 AVAQMD, and as often as AVAQMD may deem necessary, all of its records and data for  
14 examination related to the Project. Grantee shall allow AVAQMD upon a three (3) day advance  
15 request, at AVAQMD's cost, to audit and inspect all such records and data necessary to ensure  
16 Grantee's compliance with the terms of this Agreement. In the event it becomes necessary, Grantee  
17 shall be subject to an audit by AVAQMD to determine if the funds received by Grantee were spent  
18 for the Project in accordance with this Agreement. If after said audit AVAQMD determines that  
19 the Grant was not spent in conformance with this Agreement, and following resolution of any  
20 appeal of such determination by Grantee to the Board of the AVAQMD, Grantee agrees to  
21 immediately reimburse AVAQMD all funds determined to have been expended not in  
22 conformance with said provisions.

23 b. Grantee shall deliver usage reports commencing twelve (12) months after the completion  
24 date of the Project and annually thereafter, throughout the Term of this Agreement. Failure to  
25 submit a usage report may result in on-site monitoring or inspection(s) by AVAQMD.

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28 c. Grantee shall retain all records and data for activities performed under this Agreement for

1 at least three (3) years after the termination or expiration of this Agreement or until all state and  
2 federal audits are completed, whichever is later.

3 12. Notices: The persons and their addresses having authority to give and receive notices under this  
4 Agreement are as follows:

|                                     |                              |                              |
|-------------------------------------|------------------------------|------------------------------|
| 5 County Sanitation District No. 20 | AVAQMD                       | AVAQMD                       |
| 6 of Los Angeles County             | Julie McKeehan               | Barbara Lods                 |
| Dave Bolderoff                      | Grants Analyst               | Executive Director           |
| Fleet Manager                       | 2551 West Avenue H, Ste. 102 | 2551 West Avenue H, Ste. 102 |
| 7 1955 Workman Mill Road            | Lancaster, CA 93536          | Lancaster, CA 93536          |
| 8 Whittier, CA 90601                |                              |                              |

9 Any and all notices to AVAQMD and Grantee provided for or permitted under this Agreement or  
10 by law shall be in writing and shall be deemed duly served via electronic mail, personally delivered,  
11 courier service or united states postal service addressed to such party.

12 13. Political Activity Prohibited: None of the funds, materials, property, or services provided under  
13 this Agreement shall be used for any political activity, or to further the election or defeat  
14 of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or  
15 guidelines.

16 14. Lobbying Prohibited: None of the funds provided under this Agreement shall be used for publicity,  
17 lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the  
18 United States of America or the Legislature of the State of California.

19 15. Conflict Of Interest: No officer, employee or agent of AVAQMD who exercises any function or  
20 responsibility for planning and carrying out the services provided under this Agreement shall have any  
21 direct or indirect personal financial interest in this Agreement. Grantee shall comply with all federal, state  
22 and local conflict of interest laws, statutes, and regulations.

23 16. Succession:

24 a. Each Party and its respective partners, successors, and legal representatives, and to the  
25 extent permitted herein the assigns, are hereby bound to the other Party and its partners, successors,  
26 legal representatives and assigns, with respect to all covenants and obligations under this  
27 Agreement.  
28

1 b. Neither Party shall assign, sublet or transfer any rights or obligations under this Agreement  
2 without the prior written consent of the other. However, Grantee is authorized to use employees  
3 of or assign this Agreement to an affiliate as it may deem appropriate to assist in the completion  
4 of the Project or as a result of an internal reorganization.

5 c. Grantee shall not sublet, transfer any rights or obligations, pertaining to the equipment  
6 under this Agreement, during the Term of the Agreement without prior written authorization from  
7 the AVAQMD.

8 d. Grantee shall not sell or otherwise modify the Project, during the Term of the Agreement  
9 without prior written authorization from the AVAQMD.

10 17. Time is of Essence: Time is of the essence in completion of the services in this Agreement.

11 18. Benefit to Parties: Nothing contained in this Agreement shall be construed to give any rights or  
12 benefits to any person other than the Parties, and all duties and responsibilities undertaken pursuant to this  
13 Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other  
14 person.

15 19. Change in Scope of Work: Changes or amendments to the Project application as it exists at the  
16 time the AVAQMD Governing Board awards the Grant, including any increase or decrease in the Grant  
17 amount, and any changes in a material term of this Agreement, shall only be effective upon the written  
18 agreement of AVAQMD and Grantee, and shall only be effective by a duly-executed written amendment  
19 to this Agreement.

20 20. Severability: In the event that any word, phrase, clause, sentence, paragraph, section, article or  
21 provision contained in this Agreement is held to be unenforceable for any reason by a court of competent  
22 jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the Agreement  
23 shall then be construed as if such unenforceable provisions are not a part hereof.

24 21. Captions: The Paragraph captions of this Agreement are for convenience only and shall have no  
25 effect on its construction or interpretation.

26 22. Entire Agreement: This Agreement, together with the Project application and Exhibits A & B,  
27 constitutes the entire Agreement between the Parties and supersede all prior written or oral  
28



1 understandings. This Agreement and its Exhibits may only be amended, supplemented, modified or  
2 canceled by a duly-executed written instrument signed by the Parties.

3 23. Rights to Emission Reductions: Grant funded projects cannot generate Emission Reduction  
4 Credits (ERCs) pursuant to AVAQMD Regulation XIV or be used for emission offsets pursuant to  
5 AVAQMD Regulation XIII. Additionally, Grantee shall disclose during the term of this Agreement any  
6 federal or State claims to emission reductions and/or carbon credits.

7 24. Governing Law: This Agreement shall be interpreted under the laws of the State of California.  
8 Venue for any action arising out of this Agreement shall only be in Los Angeles County, California.  
9 This Agreement was entered into in Lancaster, California.

10 ANTELOPE VALLEY AIR QUALITY  
11 MANAGEMENT DISTRICT

COUNTY SANITATION DISTRICT NO. 20  
OF LOS ANGELES COUNTY

12  
13  
14 \_\_\_\_\_  
15 BARBARA LODS,  
16 Executive Director

\_\_\_\_\_ Chairperson, Board of Directors

17 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

18 ATTEST:

19  
20 By \_\_\_\_\_  
21 Secretary to the Board

22  
23 APPROVED AS TO FORM:  
24 LEWIS, BRISBOIS, BISGAARD & SMITH LLP

25  
26 By \_\_\_\_\_  
27 District Counsel

28 END OF AGREEMENT

## **SCOPE OF WORK**

### **Maximum Amount of Grant Funds Awarded: \$112,500.00**

The total payment to Grantee shall not exceed One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) or fifty percent (50%) of the cost of the final invoice, whichever is less. Payment consist of Carl Moyer Program funds for the reimbursement of the Project costs, including all applicable sales and use taxes incurred. Grantee shall be responsible for covering any other costs not included in the initial estimate pursuant to the Grant Agreement Section (5)(a).

This Grant Agreement shall commence on the date it is fully executed and shall terminate three (3) years following the date in which the new replacement equipment is first placed into service dated on or before April 30, 2025.

### **Task I: Equipment Procurement and Installation**

GRANTEE shall establish construction and equipment necessary for the installation of a Dual-Port Level III charging station.

*Estimated Cost: \$225,000.00*

### **Task II: Project Implementation & Deliverables**

GRANTEE agrees that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractor's State License Board, and that at least one electrician on each crew, at any given time, holds an Electric Vehicle Infrastructure Training Program (EVITP) certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, holding EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician.

GRANTEE shall provide a list of EVITP Certification Numbers of each certified electrician that installs EV charging infrastructure or equipment or provide a written statement for the reason AB 841 requirements do not apply to the Project. The statement shall be signed by the Grantee's authorized representative and a copy provided to the AVAQMD prior to commencement of any work.

GRANTEE shall notify the AVAQMD upon completion of the project for AVAQMD staff to witness operational charging ports and gather photo documentation.

GRANTEE shall provide AVAQMD a copy of an insurance policy against loss, destruction, vandalism, and breach of warranty including coverage for personal injury and property damage for the duration of the term of this Agreement.

GRANTEE shall provide AVAQMD a copy of warranty pertaining to operation and maintenance, repair and/or replacement of the infrastructure and/or equipment.

**Payment Request:** GRANTEE shall submit written request for payment via electronic mail, in-person delivery or US mail along with:

- Copy of itemized final invoice
- Copy of insurance policy
- Copy of warranty
- Proof of payment for the project in full
- List of EVITP Certification Numbers (if not previously submitted)
- Disclosure of any claims to emission reductions and/or carbon credits
- Report the EV charging station to the **Department of Energy Alternative Fuel Data Center** located at <http://www.afdc.energy.gov/locator/stations/> and provide to the AVAQMD proof of report.

### **Task III: Operation, Maintenance and Annual Reporting Requirements**

GRANTEE shall operate the EV charging equipment and observe the proposed project's monthly usage at an estimated 4,000 kWh.

GRANTEE shall: 1) operate and maintain the infrastructure, energy meter, and EV charging equipment to support a fully operational station and in accordance with manufacturer's recommendations throughout the contract term.

GRANTEE is responsible for ensuring that any and all repairs are made and station is up and running within 48 hours of equipment downtime. Downtime extending 48 hours, Grantee must notify the AVAQMD and work with air district to ensure station(s) are back into operation.

GRANTEE shall prepare three (3) annual reports Commencing on the twelfth (12th) month after completion of the Project and annually thereafter for the Term of the Agreement.

Annual report (station metrics) may contain any or all of the following data: 1) The Project's total monthly or annual cumulative energy (kWh), dispensing volume or GGE; 2) GHG Savings (kg); 3) Gasoline Saved (Gal); 4) Charging Port I.D.; 5) Number of transactions at the Station; and 6) any Project operational or maintenance performance problems which may have been encountered for the preceding 12-month period.

***Annual Reporting Submissions shall commence 12 months after charging stations are placed into operation, with first report due 2026 through 2028.***

### California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any AVAQMD official from participating in any action related to a contract, grant or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision is rendered.

The Levine Act also requires an AVAQMD official who has received such a contribution to disclose the contribution on the record of the proceeding.

Current AVAQMD Board Members are listed at:

<https://avaqmd.ca.gov/board-members>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any AVAQMD official in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Board action?

YES If yes, please identify the AVAQMD official(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any AVAQMD official in the 12 months following any Board action related to your proposal or application?

YES If yes, please identify the AVAQMD official(s):

NO

Answering yes to either of the two questions above does not preclude the AVAQMD Board from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified AVAQMD official(s) from participating in any actions related to your contract, grant, proposal or application.

LOS ANGELES COUNTY SANITATION DISTRICT NO. 20



10/1/2024

Date

Name:/Title:

Matthew A. Eaton, Deputy Assistant Chief Engineer

As a government agency, Los Angeles County Sanitation District is not subject to the Levine Act. The form is not applicable.