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Board of Superviso	rs Meeting	Date
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Resolution retroactively authorizing the Fleet Management Division of the General Services Agency to accept and expend a grant in the amount of \$384,000 from Alameda County for Electric Vehicles and Chargers, for the period of July 30, 2013, through exhaustion of the grant funds.

[Accept and Expend Grant - Electric Vehicle Fleet Demonstration Project - \$384,000]

WHEREAS, In 2010, ten local governments across the San Francisco Bay Area, including the City and County of San Francisco, County of Alameda, County of Sonoma, City of Concord, City of Santa Rosa, Sonoma County Water Agency, City of Oakland, City of San Jose, City of Fremont, Marin Municipal Water District, and the Bay Area Climate Collaborate (BACC), were awarded a \$2.8 million federal grant to promote the use of electric vehicles by local governments through a Local Government EV Fleet Demonstration Project; and

WHEREAS, The source of grant funding is the Department of Transportation's Federal Highway Administration for the Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) Program through the Metropolitan Transportation Commission (MTC); and

WHEREAS, The County of Alameda is the lead partner and administrator of the Local Government EV Fleet Demonstration Project, which will result in the procurement of 90 allelectric vehicles, including 79 sedans and 11 small cargo vans or SUVs, and 90 electric vehicle charging stations across the Bay Area; and

WHEREAS, The City and County of San Francisco, through the Fleet Management Division of the General Services Agency, is a partner to the Local Government EV Fleet Demonstration Project, and has been awarded up to \$384,000 for the procurement of fourteen (14) electric vehicles and chargers in a grant effectively beginning July 30, 2013. The grant

has an estimated performance period ending December 31, 2015, and will formally close when available funding has been exhausted. The grant will cover the incremental cost between a standard fleet vehicle and the cost of an electric vehicle, as well as the cost of purchasing electric vehicle charging stations for the vehicles purchased under the project; and

WHEREAS, The matching component of the grant is \$300,000, the base cost of fourteen (14) standard fleet vehicles, which costs have been budgeted by participating City departments, including the Department of Public Works, General Services Agency, Human Services Agency, Public Library, Port Commission, and Recreation & Parks Department, and approved by the Board of Supervisors in the FY13-15 Annual Appropriation Ordinance; and

WHEREAS, The grant will help the City and County of San Francisco to achieve its air pollution and greenhouse gas reduction goals by increasing the use of zero and ultra-low emission vehicles and the related fueling infrastructure; and

WHEREAS, The award does not include indirect costs; now, therefore, be it RESOLVED, That the Board of Supervisors authorizes the Fleet Management Division of the General Services Agency to accept and expend a \$384,000 grant through the County of Alameda as part of the Local Government EV Fleet Demonstration Project; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget; and, be it

FURTHER RESOLVED, That the Director of the Fleet Management Division of the General Services Agency or his/her designee is authorized to execute all documents pertaining to the project.

1	Recommended:	Approved: Lett He
2	- CA-A-S	✓ Mayor
3	Purchaser & Director	
4	Office of Contract Administration	Approved: Joulyn Junto
5		Controller, Grant Division
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ltem 1	Department:
File 14-0191	General Services Agency - City Administrator's Office

EXECUTIVE SUMMARY

Legislative Objective

The proposed resolution will retroactively authorize the General Services Agency to accept and expend up to \$384,000 in grant funds through Alameda County as part of the Local Government EV Fleet Demonstration Project for electric vehicles and chargers for the period from July 30, 2013 through December 31, 2015.

Key Point

- The grant requires the City to provide matching funds of \$300,000 for the base cost to purchase 14 standard fleet sedans and will reimburse the City for the difference in cost between the 14 standard sedans and the cost of 14 electric vehicle sedans, including 14 electric chargers.
- The City's Port, Public Library, Human Services Agency, Recreation & Parks Department, and General Services Agency will purchase a total of 14 2015 Nissan Leaf SV electric sedans through the Local Government EV Fleet Demonstration Project.
- The proposed grant also provides funding for the cost of the 14 charging stations. The City will use existing in-house staff to install the charging stations.

Fiscal Impact

• Grant funds will reimburse the City for (a) the difference in cost between 14 standard fleet sedans and the Nissan Leaf SV for a total of approximately \$162,876, and (b) the cost of 14 charging stations for a total estimated \$70,000, for a total grant reimbursement of approximately \$232,876.

Recommendation

Approve the proposed resolution.

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that acceptance and expenditure of Federal, State, or other grant funds in the amount of \$100,000 or more is subject to approval by resolution of the Board of Supervisors.

BACKGROUND

The Local Government Electric Vehicle (EV) Fleet Demonstration Project is a Metropolitan Transportation Commission (MTC) program that is funded through the U.S. Department of Transportation's Highway Administration Surface Transportation Program and Congestion Mitigation and Air Quality Program, allocated through the California Department of Transportation (Caltrans). Under this program, Federal monies are used to reimburse local government for the incremental difference in cost between a standard fleet sedan or van and the cost of a similar electric sedan or van vehicle with a charging station. The purpose of the MTC Local Government EV Fleet Demonstration Project is to reduce vehicle direct emissions and to showcase electric vehicles in government fleets.

On August 13, 2010, the City's General Services Agency Fleet Management Division joined together with Alameda County as the lead agency and eight other Bay Area cities, counties and special districts¹ to apply to MTC for \$2.8 million of U.S. Department of Transportation grant funds for the purchase of 90 electric vehicles and charging stations under the MTC Local Government EV Fleet Demonstration Project. On September 13, 2012, the ten local jurisdictions were awarded the entire \$2.8 million for the purchase of 90 electric vehicles and 90 chargers. The participating local jurisdictions can spend up to the maximum amount of allotted grant funds with any remaining unexpended funds allocated back to Caltrans.

As the lead agency, Alameda County will coordinate the purchase of the 90 electric vehicles for all the local jurisdictions through a competitive Request for Quotations. On March 6, 2014, Alameda County received five competitive bids and selected the following three electric vehicles that can be purchased under the proposed grant program, shown in Table 1 below:

¹ Alameda County is the lead agency on the subject grant, which also includes the City and County of San Francisco, City of Concord, City of Fremont, City of Oakland, City of San Jose, City of Santa Rosa, County of Sonoma, Marin Municipal Water District, and Sonoma County Water Agency.

Table 1: Selected Electric Vehicles for Local Government EV Fleet Demonstration Project

Type of Car	Car Model	Distributor	Location	Cost Per Unit*
Sedan	2014 Ford Focus Electric	Hansel Ford, Inc.	Santa Rosa, CA	\$34,104
Sedan	2015 Nissan Leaf SV	Gilroy European Inc.	Gilroy, CA	\$36,917
∵ Cargo Van	Zenith 350 Electric Cargo Van	Zenith Sales	Indianapolis, IN	\$105,052

^{*} Cost includes the City's 8.75 sales tax.

According to Mr. Stanley Ellicott, Budget & Planning Analyst at the City Administrator's Office, when the Local Government EV Fleet Demonstration Project grant was submitted in 2010, the City requested reimbursement for the purchase of 12 electric sedans and 2 electric vans. However, Mr. Ellicott advises that the City is now requesting reimbursement under this grant for 14 sedans due to warnings by the distributor, Zenith Sales, that the 350 Electric Cargo Vans would be unsuitable for the hills of San Francisco.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution will retroactively authorize the City's General Services Agency to accept and expend up to \$384,000 of U.S. Department of Transportation grant funds through Alameda County, as the lead agency for the MTC Local Government EV Fleet Demonstration Project for electric vehicles and chargers for the period from July 30, 2013 through December 31, 2015. The grant is being requested retroactively to align with the grant period which commenced on July 30, 2013. However, to date, no grant funds have been received or expended.

These grant funds will reimburse the City for the difference in cost between 14 standard fleet sedans and the cost of 14 electric sedans, including 14 electric chargers. According to Mr. Ellicott, the City has selected the 2015 Nissan Leaf SV electric sedan at a cost of \$36,917 per vehicle under the proposed grant. The proposed grant also requires \$300,000 of City matching funds for the purchase of 14 standard fleet sedans. The \$300,000 was previously appropriated by the Board of Supervisors in the City's FY2013-14 budget. Table 1 below identifies the five City departments that will be receiving the 14 electric sedans and the related chargers under the proposed grant.

Table 1: Number of Electric Vehicles
Purchased by Department

	Number of
	Electric
<u>Department</u>	<u>Vehicles</u>
General Services Agency	6
Port	1
Public Library	2
Human Services Agency	1
Recreation and Park Department	4
Total	14

As noted above, the proposed grant also provides funding for the cost of the 14 charging stations. Mr. Ellicott states that Alameda County issued a Request for Quotations for contracting services to install the electric vehicle charging stations. However, the City has chosen to opt out of using a contractor for installation of the charging stations and will instead use existing in-house City staff. The City's Port, Public Library, Human Services Agency, and Recreation and Park Department all have existing in-house staff to complete the installation of the electric vehicle charging stations. The General Services Agency will have the charging stations installed by the Department of Public Works through an existing work-order.

FISCAL IMPACT

The grant requires the City to provide matching funds of \$300,000 for the base cost of 14 standard fleet sedans. Currently, the price of the City's standard fleet sedan, a 2013 Toyota Prius Hybrid, is \$25,283 including the City's 8.75% sales tax. Therefore, the City's current cost for 14 standard fleet vehicles is \$353,962 (\$25,283 x 14), which exceeds the matching grant requirement of \$300,000. The Board of Supervisors has previously appropriated the \$353,962 in the FY2013-14 budgets of the above-noted five City departments for the purchase of the 14 standard sedans.

The subject U.S. Department of Transportation grant funds will be used to pay for the incremental difference in price between the City's standard fleet sedan and the grant's electric vehicle. The cost of a standard fleet sedan, a 2013 Toyota Prius Hybrid, is \$25,283 per vehicle, including sales tax. The cost of the grant selected electric vehicle, a 2015 Nissan Leaf SV, is \$36,917, including sales tax. As shown in Table 2 below, the incremental difference in cost between a Prius Hybrid and the Nissan Leaf SV is \$11,634, amounting to a total of \$162,876 for 14 vehicles.

Table 2: Cost Difference Between Standard Fleet Sedan and the Electric Sedan

2042 T	2015 Nissan Loof CV	Difference per	Number of	Total
2013 Toyota Prius Hybrid	2015 Nissan Leaf SV	Vehicle	<u>Vehicles</u>	IOtal
\$25,283	\$36,917	\$11,634	x 14	\$162,876

In addition, the grant will reimburse the City for the cost of the electric charging stations. Displayed in Table 3 below, each charging station is estimated to cost \$5,000 for a total cost of \$70,000 for 14 stations.

Table 3: Grant Reimbursement for Charging Stations

Estimate Cost per Charging Station	Number of Stations	Total
\$5,000	x 14	\$70,000

The U.S. Department of Transportation grant funds will reimburse the City for (a) the difference in cost between 14 standard fleet sedans and the cost of the 14 Nissan Leaf SV electric sedans for a total of \$162,876, as shown in Table 2 above, and (b) the cost of 14 charging stations for a total \$70,000, as shown in Table 3 above, for a total grant reimbursement of \$232,876 (\$162,876 + \$70,000). As shown in Table 4 below, the proposed total grant reimbursement of \$232,876 is \$151,124 less than the total \$384,000 grant. Mr. Ellicott advises that the remaining \$151,124 in grant funds would be reallocated back to Caltrans.

Table 3: Budget for Local Government EV Fleet Demonstration Project

U. S. Department of Transportation Local Government Electric Vehicle Fleet Project Grants Congestion Management and Air Quality and Surface	
Transportation Program funds	\$384,000
Total	\$384,000
Use of Grant Funds Local Government EV Fleet Project Reimbursements	
Total Difference in Vehicle Cost	\$162,876
Total Cost for Charging Station Hardware	70,000
Total	\$232,876
Difference	\$151,124

To date, no City funds have yet been received or expended for the Local Government Electric Vehicle Fleet Demonstration Project grant. The 14 new electric sedans are anticipated to be purchased in the spring of 2014.

RECOMMENDATION

Approve the proposed resolution.

Office of the Mayor san francisco



EDWIN M. LEE Mayor

TO:

Angela Calvillo, Clerk of the Board of Supervisors

FROM:

Mayor Edwin M. Lee H

RE:

Accept and Expend Grant - Electric Vehicle Fleet Demonstration Project -

\$384,000

DATE:

March 4, 2014

Attached for introduction to the Board of Supervisors is the resolution authorizing the Fleet Management Division of the General Services Agency to accept and expend a grant in the amount of \$384,000 from Alameda County for Electric Vehicles and Chargers.

I request that this item be calendared in Budget and Finance Committee on March 12th.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

City and County of Sai Francisco

Office of C ntract Administration



Edwin M. Lee Mayor Jaci Fong Director and Purchaser Purchasing

29 October, 2013

Angela Calvillo, Clerk of the Board Board of Supervisors 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find the original and 4 copies of the proposed Fleet Electric Vehicle Grant Accept and Expend Resolution:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant MOU
- Grant budget
- Grant application
- Grant award letter from funding agency

Please provide the following departmental representative with a copy of the adopted resolution:

Tom Fung, 415-554-4600 Interoffice Mail Address: Central Shops Headquarters, 1800 Jerrold Avenue Certified copy not required

Please contact my office with any questions.

Thank you,

Jaci Fong

Director and Purchaser

Office of Contract Adminstration

File Number:	
(Provided by Clerk of Board of Supervisors)	
Grant Re	esolution Information Form (Effective July 2011)
Purpose: Accompanies proposed Board of Su expend grant funds.	pervisors resolutions authorizing a Department to accept and
The following describes the grant referred to in	n the accompanying resolution:
 Grant Title: Fleet Electric Vehicle Grant Department: GSA, Fleet Management Contact Person: Tom Fung Grant Approval Status (check one): 	Telephone: 415-550-4650
[x] Approved by funding agency	[] Not yet approved
5. Amount of Grant Funding Approved or App	lied for: \$384,000
6a. Matching Funds Required: \$300,000 b. Source(s) of matching funds (if applicable) standard fleet vehicles which were budgeted be Supervisors in the FY13-15 Annual Appropriat	: The matching component of the grant is the base cost of (14) by participating City departments and approved by the Board of tion Ordinance.
7a. Grant Source Agency: Department of Tran b. Grant Pass-Through Agency (if applicable)	sportation / Metropolitan Transportation Commission : Alameda County
and the cost of an electric vehicle, and the cost	ant covers the incremental cost between a standard fleet vehicle st of electric vehicle charging stations. This allows the City to s and their charging infrastructure for the same price of a
9. Grant Project Schedule, as allowed in appr	oval documents, or as proposed:
Start-Date: July 30, 2013	End-Date: No target end-date
10a. Amount budgeted for contractual services b. Will contractual services be put out to bid	
c. If so, will contract services help to further requirements?	r the goals of the Department's Local Business Enterprise (LBE)
d. Is this likely to be a one-time or ongoing	request for contracting out?
11a. Does the budget include indirect costs?	[] Yes [x] No
b1. If yes, how much? \$ b2. How was the amount calculated?	
c1. If no, why are indirect costs not included [] Not allowed by granting agency [] Other (please explain):	? [x] To maximize use of grant funds on direct services

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- c2. If no indirect costs are included, what would have been the indirect costs?
- 12. Any other significant grant requirements or comments:

Disability Access Check Forms to the Mayor's Office	list*(Department must forward ce of Disability)	a copy of all completed Grant Information
13. This Grant is intended fo	or activities at (check all that apply)	
[] Existing Site(s) [] Rehabilitated Site(s) [] New Site(s)	[] Existing Structure(s) [] Rehabilitated Structure(s) [] New Structure(s)	[] Existing Program(s) or Service(s) [] New Program(s) or Service(s)
other Federal, State and loca	s proposed will be in compliance w	n Disability have reviewed the proposal and th the Americans with Disabilities Act and all ons and will allow the full inclusion of persons d to:
 Having staff trained in h 	now to provide reasonable modifica	tions in policies, practices and procedures;
		nner in order to ensure communication access;
Ensuring that any service	ce areas and related facilities open approved by the DPW Access Com	to the public are architecturally accessible and pliance Officer or the Mayor's Office on
If such access would be tech	inically infeasible, this is described	in the comments section below:
Comments: Electric available to the shall be installed usasily by Deupl		tations which are made in general or lots, if ony, wironment guidelines for
(Name)	SON	
Taterim Di	rector, Mayors	Office on Disubility
Date Reviewed: 10 2	3 13	(Signature Required)
Department Head or Design	nee Approval of Grant Informatio	n Form:
_ Jaci Forja	7	
(Name) Purchaser	and Director	Och
(Title)	1	
Date Reviewed: 10/29	12013	The Company
		(Signature Required)

City and County of Sal Francisco Office of Contract Administration



Edwin M. Lee Mayor

Jaci Fong **Director and Purchaser Purchasing**

29 October, 2013

Coversheet to the Electrical vehicle Grant MOU

Please note that the Grant Budget is located on pages 7-8 of the enclosed MOU.

Please contact my office with any questions.

City Hall, Room 430 1 Dr. Carlton B. Goodlett Place Tel. (415) 554-6743 Fax (415) 554-6717 San Francisco CA 94102-4685 Home Page: http://www.sfgov.org/oca Recycled paper, 100% PCW E-mail: oca@sfgov.org

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MEMORANDUM OF UNDERSTANDING FOR LOCAL GOVERNMENT EV FLEET NATIONAL DEMONSTRATION PROJECT

Recitals

WHEREAS, the Partners and the Bay Area Climate Collaborative ("BACC") have collectively submitted and received notice of a grant award (the "Grant") totaling \$2.808 million for the federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) through the Metropolitan Transportation Commission (MTC) to purchase electric vehicles, including light-passenger sedans and cargo vans ("Electric Vehicles"), purchase and install electric vehicle charging stations ("Chargers"), and for Alameda County and Sonoma County to conduct pilot projects involving MPG meters and for Alameda County and San Jose to conduct pilot projects involving car sharing ("Pilots") to test new products and strategies; and

WHEREAS in approximately November 2010, the Partners entered into a Memorandum of Understanding for Local Government EV Fleet Project ("November 2010 MOU"), which included provisions for Alameda County to act as the lead agency for the solicitation of Electric Vehicles and Electric Vehicle charging station equipment and installation services ('Project"); and

WHEREAS in approximately August 2011, the City of Santa Rosa entered into a Memorandum of Understanding with Alameda County, which included provisions for Alameda County to issue and manage solicitations for the Project and for the City of Santa Rosa to participate in the Project; and

WHEREAS Alameda County has agreed to act as lead agency in this innovative regional collaborative initiative; and

WHEREAS Alameda County Public Works Director has been selected to interact directly with Caltrans related to the Grant, and Alameda County General Services Agency Director is working with the Public Works Director to issue RFQ/RFPs and meet other Grant requirements; and

WHEREAS the Alameda County Board of Supervisors on November 30, 2010 adopted Resolution Number R-2010-453 authorizing its Director, General Services Agency, and its Director, Public Works Agency or designees to execute and file an application with MTC for STP/CMAQ funding for the Local Government EV Fleet Project and commit the necessary non-Federal match, and state the assurance to complete the project; and

WHEREAS Caltrans has approved the environmental application and issued E76 funding obligations to proceed with the procurement process for the purchase and installation of Electric Vehicles and Chargers; and

WHEREAS the Partners, seeking to be reimbursed by Grant funding, desire and intend to purchase Electric Vehicles and Chargers as a group of public entities through the Alameda County RFQs (the "Solicitations") in order to obtain the lowest prices; and

WHEREAS it is cost effective for Alameda County, as the Lead Agency, through the Solicitations to solicit the lowest prices, which may vary from jurisdiction to jurisdiction, for purchases of Electric Vehicles, for Architectural and Engineering (A/E) Professional Design Services, and for purchase and installation of Chargers; and

WHEREAS Caltrans is acting as the funding agent for the Grant and as such has implemented and continues to revise procedures and requirements for reimbursement under the Grant; and

WHEREAS, at the completion of the Solicitation process, subject to the approval of their respective Board, Council or applicable governing body, the Partners may enter into agreements with selected vendors ("Vendors") substantially in the forms of the Partner Terms and Conditions ("Partner Terms and Conditions") to be prepared pursuant to Sections 1.A and 1.B of this MOU.

NOW THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Partners agree as follows:

SECTION 1. ROLE AND RESPONSIBILITIES OF ALAMEDA COUNTY

- A. Alameda County shall lead three (3) separate Solicitations by (i) preparing and issuing the Solicitations, and acting as lead jurisdiction and point of contact for bidders, (ii) creating Partner Terms and Conditions (the "Partner Terms and Conditions"), and (iii) timely coordinating and communicating with Partners, as necessary throughout the procurement process through recommendation for award and negotiations with the bidders. The Solicitations include the following competitive bid processes, and are subject to change based on Caltrans procedures and requirements for reimbursement under the Grant:
 - 1. RFQ for Electric Vehicles
 - 2. RFQ for A/E Services
 - 3. RFP for Chargers
- B. Alameda County will consult with the Partners with respect to the content of the Solicitations and the terms and conditions contained within Partner Terms and Conditions, provided, however, that any comments or concerns must be communicated to Alameda County within the allotted timeframe as provided by Alameda County, with such timeframe that shall be no more than fifteen (15) calendar days from the date the draft is distributed. If any further draft is

- circulated the Partner shall review and provide comments no more than ten (10) calendar days from the date any further draft is distributed.
- C. After consideration of any comments and suggestions, Alameda County shall finalize each RFQ for publication and solicitation per Alameda County's public bidding process.
- D. Alameda County shall manage the procurement process in compliance with all applicable laws including, State Public Contracting Code and federal funding regulations ("Regulations"). These Regulations include, but are not necessarily limited to, a prohibition on local preference for bidders, Federal prevailing wage requirements (as determined by the U.S. Department of Labor in accordance with the Department of Labor Regulations 29 Code of Regulations), and inclusion of workforce diversity requirements.
- E. The Partners agree that Alameda County shall be the single point of contact for Vendors and necessary third parties throughout the group Solicitation process, except for any third parties that the Partners interact with as individual organizations, in order to avoid the potential for confusion. Alameda County agrees to provide the Partners with all relevant information in a timely manner.
- F. Alameda County shall receive bids, review the bids received for factors such as completeness and satisfaction of minimum qualifications and will make recommendations to each Partner for award of contracts based on the lowest, responsible, responsive bids received.
- G. Alameda County will enter into contract with the awarded bidder for A/E Services. This vendor will provide A/E Services for all of the Partner locations for the creation of design specifications to be used in the RFP for Chargers. Alameda County will be solely responsible for the cost of the A/E Services.
- H. Alameda County shall have no liability to any Partner related to A/E Services, contracting or purchases.
- I. Alameda County shall have no liability for failure of any Partner to comply with Federal funding regulations. Alameda County will review all Partner Terms and Conditions prior to bid release and all contract documents prior to execution to provide a final check for compliance with Federal funding regulations. Any document prepared by a Partner that violates Federal funding regulations will be withheld from reimbursement and that Partner will not receive reimbursement. Alameda County agrees to notify any such Partner of the violation and provide the Partner with twenty working days to correct the same. If the violation can be corrected in a way that is acceptable with Federal regulations, then Alameda County will submit for reimbursement.
- J. Alameda County agrees to contract with the Bay Area Climate Collaborative ("BACC"), a non-profit agency, for marketing and data analytics services in the amount of \$145,000, as outlined in the Grant application. Alameda County will submit for reimbursement from Caltrans for the expense.
- K. In addition to participating as the lead jurisdiction under this MOU, Alameda County is also a participant in the Grant for Electric Vehicles, Chargers, and Pilots. As such, Alameda County is included as a partner in the solicitation documents.

SECTION 2. ROLES AND RESPONSIBILITIES OF THE PARTNERS

- A. Each Partner has undertaken its own due diligence prior to entering into this MOU to determine the feasibility of Electric Vehicles, Chargers and Pilots in its jurisdiction.
- B. Each Partner is responsible for meeting their individual legal, procedural and other requirements for these Solicitations.
- C. Each Partner shall review the draft RFQ/RFPs, including confirming that the number of units, local tax, FOB terms, and other related terms and specific requirements for Partner are accurately contained in the draft RFQ/RFPs by the deadlines established by Alameda County. Alameda County is not responsible for any errors in the RFQ/RFP, including those related to specific requirements of Partner.
- D. The Partners shall procure their own Testing and Inspection, Subsurface Utility Engineering ("SUE"), and building power assessments prior to Alameda County entering into contract for A/E Services and provide this information to Alameda County. The Partners shall also procure any other consultants they need for the Project.
- E. _If a Partner fails to provide information on Testing and Inspection, SUE, building power assessments, and any other information necessary for A/E Services prior to Alameda County entering into contract for A/E services, the Partner acknowledges that Alameda County will not produce site design specifications for the locations of its Chargers and thus will not be included in the installation component of the RFP for Chargers. The Partner can choose to perform installation of the Chargers in-house or hire a contractor of its choosing. The Partner may not be able to be reimbursed for installation services through the Grant if it chooses to perform installation of Chargers in-house or through a contractor, although the Partner will still be able to purchase and seek reimbursement for the Chargers. Partners choosing to perform installation in-house or hire a contractor include, but may ultimately not be limited to:
 - 1. City of Fremont
 - 2. San Francisco RPD
 - 3. San Francisco GSA
 - 4. City of San Jose
- F. The Partners shall be responsible for obtaining all necessary permits for any portion of the Project within their jurisdiction. Alameda County is not responsible for obtaining permits at any location except those under the responsibility of Alameda County.
- G. The Partners shall provide any information regarding the presence of lead paint and/or other hazardous materials to Alameda County, as requested, and perform any necessary hazardous materials testing and abatement for building site locations within their jurisdictions where Chargers will be installed, prior to release of the RFP for Chargers.

- H. The Partners agree to participate in the Solicitations under the lead role of Alameda County and agree to work cooperatively and promptly with Alameda County throughout the Solicitation process. The Partners agree that time is of the essence; and failure of a Partner to provide the required information in the requested format and within the reasonable deadlines established by Alameda County may result in termination of that Partner's participation in the Solicitations. In any such case, Partner shall not be liable for any damages to any of the other Partners based upon such termination.
- I. Upon conclusion of the Solicitation process, the Partners may, subject to the approval of their respective Board, Council or applicable governing entity, where required, enter into binding agreements, substantially in the form of the Partner Terms and Conditions, with the selected Vendors, provided that each Partner determines, to its satisfaction, that the Vendors are responsible, and comply with the Partner's terms, conditions and requirements. The Partners may also negotiate with Vendors in order to conform the Partner Terms and Conditions with requirements of law, regulation and policy. Alameda County shall not be responsible for reference checks, performance, or for compliance with any agreement, regulations, laws or policies, except as to this MOU and any contracts between Alameda County and Vendor(s). Partners are not required to contract with any Vendor.
- J. Any agreement that the Partner executes, including contract(s), with any bidder(s) shall comply with all federal funding regulations. These regulations include, but are not necessarily limited to, a prohibition of local preference given in bidding documents and contracts, federal prevailing wage requirements [as determined by the U.S. Department of Labor in accordance with the Department of Labor Regulations 29 CFR (Code of Regulations)], and workforce diversity requirements.
- K. Each Partner shall be fully responsible for all payments owed to any Vendors(s) they contract with, including directly issuing Partner Purchase Orders or other payment methods.
- L. Caltrans requires that a certified Resident Engineer ("Resident Engineer") review and supervise projects. Partner is responsible for obtaining, at its sole cost, a Caltrans certified Resident Engineer. A Resident Engineer will be included as part of the RFQ for A/E Services. Partners may select the Resident Engineer retained through the RFQ for A/E Services; select their own in-house Resident Engineer; or select a third-party Resident Engineer. Partner must notify Alameda County within ten (10) calendar days of making the Resident Engineer selection. Partners may have the option to seek reimbursement for Resident Engineer services, as part of that Partner's designated grant funds for Charging Station and Installation, if these services are performed in-house by that Partner's organization or through a third-party if that third-party was selected in a manner compliant with federal funding regulations.
- M. The Partners are responsible for submitting project closeout checklists by the Resident Engineer and other project closeout documentation to Alameda County.
- N. The BACC has been identified in the Grant as the organization that is responsible for marketing and data analytics for the Grant project. Partner agrees to fully cooperate with BACC and supply all data and reports to them as requested, if such data and reports are available and not otherwise exempt from disclosure.

- O. Each Partner understands that Caltrans has specific procedures and policies related to purchases and reimbursement procedures under the Grant, and such procedures and policies are subject to change. Each Partner will fully cooperate with all requests of Caltrans and supply any and all available information or assistance to Alameda County related to policies, procedures and requests from Caltrans.
- P. Each Partner shall promptly provide invoices and any required information to Alameda County. The Partner understands that Caltrans has specific deadlines for funding and if invoices are not timely submitted, they may not be reimbursed.
- Q. Each Partner has full access to the Grant application and its requirements and agrees to abide by all terms of the Grant. The Partners understand that the Grant requirement and related Federal rules, regulation and policies are subject to change at the discretion of the Federal government, including but not limited to the Department of Transportation. Each Partner understands that such changes are beyond the control of Partners and agrees to abide by all changes and additional requirements as they become known.
- R. Each Partner understands that they will only be reimbursed up to the funding amounts that were submitted as part of the original Grant application. A summary of these funds are listed in Section 3 of this MOU. Partners can seek reimbursement up to their Total Construction Phase amount.
- S. Each Partner has committed to a quantity of Electric Vehicles, Chargers, and Pilots and funds from the Grant have been allotted to each Partner to pay for all or a portion of these expenses. Any adjustment in quantity by a Partner (e.g. number of Electric Vehicles or Charging Stations) must be absorbed by any other Partner or multiple Partners so that there is no net loss in the total quantity of 90 Electric Vehicles and 90 Charging Stations among all Partners. Any adjustments in quantities must also be approved by all Partners. If a Partner purchases less than the quantity it has agreed to in the Grant application, then the Partner will only be reimbursed for the quantity actually purchased.
- T. The Remaining Partners must pick-up any Electric Vehicles, Chargers, and/or Pilots from a Partner that purchases less than the quantity they have agreed to in the Grant application. If multiple Partners are interested, priority in the selection process will be based on and given to Partners with the greatest to least financial commitment to the Grant. If no Partners are interested, other local governments will be solicited to participate in the Grant, pending approval of this MOU. If no Partners or any other local governments are interested, Alameda County will pick up the remaining Electric Vehicles, Chargers, and/or Pilots.
- U. Each Partner understands that the Grant has conditions and if not all conditions are met, or funds are withdrawn, reduced or not awarded for any reason each Partner shall bear their own costs and expenses.
- V. Any Partner may separately pursue its own solicitation of Electric Vehicles, Chargers or Pilots. Partners choosing to do so are waiving their right to be reimbursed by Grant funding.
- W. In the event that Grant funding is still available after all Partners have submitted their fund reimbursements and all 90 Electric Vehicles and 90 Chargers and Pilots have been completed, Partners may request additional reimbursement from the Grant funding. Priority in the selection

process for additional reimbursement will be based on and given to the Partners with the greatest to least financial commitment to the Grant with the first Partner seeking reimbursement and then remaining Partners seeking reimbursement, if funds are still available, until funding has been exhausted.

SECTION 3. GRANT FUNDING AVAILABLE FOR CONSTRUCTION PHASE AS OF JANUARY 7, 2013 AND PARTNER MATCH FUNDING

Budget Breakdown

	Alameda County (GSA)	Concord	Fremont	Oakland	San Francisco	San Jose	Sonoma County Water Agency	Sonoma County	Marin Municipal Water District	Total
Vehicles Charging Stations &	\$460,000	\$170,000	\$30,000	\$54,000	\$230,000	\$54,000	\$51,966	\$264,462	\$99,000	\$1,413,428
Installation	\$264,000	\$110,000	\$22,000	\$33,000	\$154,000	\$33,000	\$55,000	\$242,000	\$33,000	\$946,000
MPG Meters (a)	\$12,500							\$12,500		\$25,000
Total CON	\$736,500	\$280,000	\$52,000	\$87,000	\$384,000	\$87,000	\$106,966	\$518,962	\$132,000	\$2,384,428
Marketing (b) Data Analytics	\$100,000									\$100,000
(b) Administration	\$45,000								٧.	\$45,000
(c) Car Share Pilot	\$59,147									\$59,147
(d)	\$62,500					\$62,500				\$125,000
Total CE	\$266,647	.\$0	\$0	\$0	\$0	\$62,500	\$0	\$0	\$0	\$329,147
Total CE/CON	\$1,003,147	\$280,000	\$52,000	\$87,000	\$384,000	\$149,500	\$106,966	\$518,962	\$132,000	\$2,713,575

Partner vehicle count, number of charging stations, and matching funds breakdown:

Partner Name	# Vehicles	# Charging	Matching Funds
		Stations	
County of Alameda	24	24	\$ 460,000
County of Sonoma	22	22	\$ 547,400
City & County of San Francisco	14	14	\$ 300,000
City of Fremont	2	2	\$ 40,000
City of Concord	10	10	\$ 180,000
City of Oakland	3	3	\$ 51,000
City of San Jose	3	3	\$ 51,000
Marin Municipal Water District	3	3	\$ 66,000
Sonoma County Water Agency	5	5	\$ 123,500

SECTION 4. SOLICIATION BID PROTEST(S)

- A. Each Partner shall cooperate with any Partner if a bid protest is brought against Partner or Alameda County, or any other Partner. Alameda County is not obligated to defend a bid protest in any matter, including the provision of legal advice or services to Partner.
- B. Partner shall fully cooperate with Alameda County in the event of a bid protest brought against Alameda County, but Partner is not obligated to defend the bid protest in any matter, including the provision of legal advice or services to Alameda County.

SECTION 5. MODIFICATION OF NOVEMBER 2010 MOU

- A. Alameda County and Partner, specifically agree that this MOU is a supplement to and modification of the November 2010 MOU. To the extent there is any conflict between the two agreements, this MOU shall control.
- B. Alameda County and Partner specifically agree that through the execution of this MOU, the November 2010 MOU is amended and modified as follows:
 - a. All references to Sonoma County refer only to Sonoma County. Sonoma County and the Sonoma County Water Agency are now acting as separate Partners.
 - b. In the second paragraph on the first page of the MOU, the following is deleted:

 "specifically the Nissan Leaf and the Ford Transit Connect models and make
 ("Subject Vehicles")"

and replaced with the following: "including light-passenger sedans and cargo vans ("Electric Vehicles")"

c. Paragraph 2(a) under the header "Each individual party shall have the following responsibilities:" on the first page of the MOU is revised to delete "County of Sonoma \$769,700.00" and replace it with the following, which amounts total \$670,900.00:

(a)(i).	County of Sonoma	\$ 547,400
(a)(ii)	. Sonoma County Water Agency	\$ 123,500

SECTION 6. TERM OF MOU.

The term of this MOU shall commence on the Effective Date.

SECTION 7. GOVERNING LAW AND VENUE.

The law governing this MOU shall be that of the State of California. In the event that suit shall be brought by any Partner to this MOU, the Partners agree that venue shall be exclusively vested in the State's courts of Alameda County or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, Oakland, California.

SECTION 8. WARRANTY DISCLAIMER; LIABILITY; WAIVER.

- A. No warranty, express or implied, is provided by any Partner as to results or success of the Solicitations, this MOU, or any agreements ultimately entered into by the Partners. Each Partner acknowledges that the others have not made, and are not making, any assurances, guaranties or promises with respect to the subject matter of this MOU and that each Partner is ultimately responsible for conducting its own due diligence with respect to feasibility, pricing, technology, third parties and all other matters in any way related to the subject matter of this MOU.
- B. In no event shall any Partner, nor its officers, agents, employees, or representatives be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services, loss of use, data, or profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way, directly or indirectly, from this MOU, participation in the Solicitations, or any agreement(s) between a Partner and any third party, even if advised of the possibility of such damage.
- C. Each Partner is responsible for negotiation, execution, administration and enforcement of any contract with a Vendor or third party related to the subject matter of this MOU. Any agreement ultimately entered into by each Partner and breached shall not be grounds for default in a separate agreement with a Vendor and any other Partner to this MOU. Likewise, each vehicle purchased by a Partner via a separate agreement with a Vendor shall not serve as collateral for any other Partner's agreement with the same vendor. The Partners acknowledge and agree that each Partner's contract with each Vendor is separate and distinct from any other Partner's agreement with the same Vendor.
- D. No waiver by any Partner to this MOU of any breach or violation of any term or condition of this MOU shall be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

SECTION 9. NOTICES.

Notices shall be deemed effective on the date delivered if delivered by personal service or nationally recognized overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be personally served, delivered by overnight service, or by mail, first class, certified or registered postage prepaid and return receipt requested, addressed to the respective Partners as follows:

10: County of Alameda, GSA 1401 Lakeside Drive, 10 th Floor	To: County of Sonom
Oakland, CA 94612	
Attn: Doug Bond	Attn:
To: City and County of San Francisco	To: City of Concord

Attn: Attn:

To: Sonoma County Water Agency

Attn:

To: City of Oakland

To: City of San Jose

Attn:

Attn:

To: City of Fremont 39550 Liberty St. P.O. Box 5006 Fremont, CA 94538 Attn: Amy Rakley To: Marin Municipal Water District

Attn:

SECTION 10. MISCELLANEOUS PROVISIONS.

- A. If any term, condition or covenant of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall be valid and binding on the Partners.
- B. This MOU may be executed in counterparts and will be binding as executed.
- C. All changes or extensions to this MOU shall be in writing in the form of an amendment executed by all Partners.
- D. This MOU is entered into only for the benefit of the Partners executing this MOU and not for the benefit of any other individual, entity, or person.

SECTION 11. WITHDRAWAL.

- A. No Partner may withdraw from this MOU during the period from thirty (30) calendar days before the issuance of the Solicitations and the date that Vendor(s) have been selected. The date of the Solicitation will be pursuant to the schedule developed by Alameda County in collaboration with the Partners for such Solicitations.
- B. Withdrawal by any Partner from this MOU shall not preclude the remaining Partners from continuing the Solicitations contemplated under this MOU and from using the Partner Terms and Conditions created by any Partner to this MOU, unless otherwise prohibited by law.
- C. Notice of withdrawal must be provided in writing to Alameda County GSA.
- D. Remaining Partners must pick-up any Electric Vehicles, Chargers, and/or Pilots from a Partner that has withdrawn. If multiple Partners are interested, priority in the selection process will be based on and given to Partners with the greatest to least financial commitment to the Grant. If no Partners are interested, other local governments will be solicited to participate in the Grant, pending approval of this MOU. If no Partners or any other local governments are interested, Alameda County will pick up the remaining Electric Vehicles, Chargers, and/or Pilots.

SECTION 12. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed on the Partners pursuant to Government Code Section 895.6, the Partners agree that all losses or liabilities incurred by a Partner that are in any way related to this MOU shall not be shared pro rata but, instead, the Partners agree that, pursuant to Government Code Section 895.4, each of the Partners hereto shall fully indemnify and hold each of the other Partners, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Partner, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Partner under this MOU. No Partner, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of another Partner hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Partner under this MOU.

SECTION 13. NON-DISCRIMINATION

The Partners shall comply with all applicable Federal, State, and local laws, regulations and policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Partners shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Partners discriminate in performing its obligations under this MOU because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

SECTION 14. DISPUTE RESOLUTION

Any dispute arising out of this MOU may be submitted to mediation, subject to agreement by each of the parties to the dispute. Nothing in this Section shall limit the legal remedies available to the Partners, including the right to seek immediate judicial intervention.

In the event of a dispute regarding this MOU each party to bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the Partners have executed this MOU as of the Effective Date

County of Alameda

AYES: Supervisors: Chan, Haggerty, Miley, Valle & President Carson

NOES: None

EXCUSED: None

KEITH CARSON, PRESIDENT BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM: Donna R. Ziegler, County Counsel

By:

Deputy County Counsel

COUNTY OF SONOMA

By:	 	
ATTEST:		
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APPROVED AS TO FORM:		
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CITY AND COUNTY OF SAN FRANCISCO

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APPROVED AS TO FORM:	
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CITY OF CONCORD

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SONOMA COUNTY WATER AGENCY

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MARIN MUNICIPAL WATER DISTRICT

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1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612 510 208 9700 FAX 510 208 9711 www.acgov.org/gsa/

MTC Climate Innovation Grant

Proposal August 13, 2010

Title:

Local Government EV Fleet Project

Applicant:

Alameda County & partners

Project Manager:

Bay Area Climate Collaborative (BACC)

Contacts:

Alameda: Aleka Seville, aleka.seville@acgov.org, (510) 208-9752

BACC: Rafael Reyes, rreyes@baclimate.org, (650) 533-5553

1. Overview

The Local Government EV Fleet Project is a high impact initiative to showcase electric vehicles in multiple government fleets, create substantial direct emission reductions, and serve as a model to scale this key clean energy solution nationwide. The proposal here summarizes 3 project options at different scales per request from MTC. These project tiers total requests of \$3,369,000 (Option 1), \$2,682,300 (Option 2), and \$2,076,800 (Option 3) from the MTC Climate Initiative Grants to deploy 110 to 71 electric vehicles (EVs) respectively plus necessary infrastructure, and associated management and communications. For all three options matching funds are over 40 percent of the direct costs of the project plus there is significant additional in-kind support.

This EV fleet is projected to achieve over 540,000 lbs of net CO2 avoidance (Option 1) and a reduction of over 3,500 lbs of criteria pollutants annually. The project will be leveraged to encourage EV adoption regionally and nationally through systematic visibility and outreach strategies. In addition, the initiative provides extensive additional benefits of regional readiness and ability to attract further support for electric vehicles. We encourage support for option one to provide significantly greater impacts: greater emissions reduction, better assessment of the technology in diverse contexts, and more compelling demonstration to overcome skepticism.

The project is a partnership between Alameda County, Sonoma County, Transportation Authority of Marin, City of San Francisco, City of San Jose, City of Oakland, City of Fremont, City of Concord, the Bay Area Climate Collaborative and others. Project leadership includes prominent leaders in the electric vehicle and fleet industries.

Opportunity

According to the Bay Area Air Quality Management District, transportation accounts for over 40 percent of Bay Area greenhouse gas emissions, the single largest emission source by sector, making clean vehicles possibly the most critical solution for rapid reduction of emissions and concurrent air quality impacts. A unique opportunity exists, in the next two years in particular, with the introduction of new, long-range, high performance electric vehicles attractive for massmarket adoption. Local government vehicle fleets are especially appropriate for initial adoption of electric vehicles because of the associated need for charging infrastructure. With fleets, charging infrastructure can be managed centrally, reducing infrastructure scale and costs while focusing vehicle benefits on high frequency usage. Furthermore, government vehicle fleets account for the largest sector of fleets in the country, with state and local governments accounting for over 4.1 million cars and trucks alone according to Automotive Fleet. This is by far the largest sector out of the total 11.2 million commercial and government fleet vehicles.

Fleet vehicles provide an exceptional opportunity to collect data and verify gains compared to personal vehicle applications due to their systematic management. In addition, because of the

professional data sharing networks in fleet associations, fleets frequently serve as a bridge from concept to commercialization of new vehicle technologies and practices. By partnering throughout the region, this project will overcome both financial and technical barriers while enabling significant environmental benefits and educational opportunities.

2. Project Description

The project provides the elements to ensure success through key partnerships, concrete application, proven expertise, and effective leveraging strategies.

2.1. Overall Goals

The Local Government Electric Vehicle Fleet proposal provides a unique opportunity for high impact emissions reductions that will be leveraged for the broader advancement of electric vehicles both regionally and nationally. With MTC's support, this project will address critical "proof of concept" needs for broad-based adoption of electric vehicles in fleets by rigorously demonstrating fleet value and showcasing best practices.

Overall, this project will have three major objectives:

- 1. Substantial emissions reductions
- 2. Stimulating regional interest in EVs
- 3. Nation-wide demonstration to encourage replication

In addition, the project will provide the following important benefits:

- Support the market for new vehicles, demonstrating demand, and helping to reduce costs through economies of scale
- Build a sophisticated knowledge base and valuable experience among the full supply chain of practitioners - drivers, mechanics, electricians, public works, and fleet management professionals
- Establish infrastructure and regional cooperation to accelerate further adoption
- Stimulate green jobs in both the public and private sectors
- · Demonstrate important related technologies

2.2. Participating Agencies

This project brings together local government agencies with both demonstrated leadership in clean vehicles and the capacity for broad regional distribution. Local governments directly participating in the project are Alameda County, Sonoma County, Transportation Authority of Marin (TAM), City of San Jose, City of San Francisco, City of Oakland, City of Fremont and City of Concord. In addition, Sonoma County is representing the county as well as the City of Santa Rosa and the Sonoma County Water Agency. The Transportation Authority of Marin is representing the Marin Municipal Water District (MMWD)

The local governments participating in this project represent over 50 percent of the population of the Bay Area. This will ensure that project benefits are distributed broadly and that exposure to the vehicles will be region-wide. In addition, the municipalities include urban, suburban and rural settings plus both high and low income communities providing diverse use of the vehicles under differing circumstances increasing the applicability and value of the data.

Participating agencies have a long history of leadership on clean vehicles. For example, Sonoma County first purchased hybrids in 2002 and is now running 231 hybrids including a bucket truck. In 2008, Sonoma County began converting Prius vehicles to plug-in hybrids and now has 9 in its fleet. In 2010, the county installed a fuel cell which is used to power vehicles and other electrical needs. The county has demonstrated an exceptional fueling cost of 5 cents per mile for plug-in hybrids in its fleet and extrapolated to a likely 1.9 cents per mile for anticipated electric vehicles when charging off-peak. This is in comparison 11 cents per mile for a compact car.

The leadership role already being played by these governments is illustrated in numerous ways including:

- San Jose's installation of the region's first EV-ready street across from city hall
- The first climate special district in the region and possibly in the country, the Sonoma Climate Protection Authority
- Alameda County was recently awarded the NAFA Fleet Management Association Green Fleet honorable mention and is ranked nationally as #25 for the Government Magazine's Green Fleet Awards
- Dan Sunseri, Automotive Equipment Specialist for San Jose, is President of Public Fleet Supervisor's Association
- Doug Bond, Alameda County Transportation Services Manager, is a member of the Public Fleet Supervisor's Association Board
- Tom Fung, San Francisco Fleet Director, is on the board of California Counties Fleet Management Association
- Fremont's selection by Tesla Motors as the site of its new EV assembly plant

The demonstrated leadership of these agencies ensures that all partners will be able to fully capitalize on the numerous opportunities presented through this project to achieve maximum environmental, social, and economic impact.

2.3. Vehicles and Applications

The fleet vehicles selected for the project will include both sedans and light-duty vans. The designated vehicles are in most cases targeted for deployment in multiple-use vehicle pools, though in some cases they are targeted for use in specific departments. All agencies are also encouraging employees to prioritize using the electric vehicles for any work-related needs instead of gas vehicles.

Prospective Vehicles

Sedan: Nissan Leaf or equivalent

Target sedan must be a 4-door full electric vehicle that seats 4 with minimum 100 mile range and a production vehicle from an original manufacturer.

Van:

Ford Transit Connect or equivalent

Target van must be a light-duty full electric vehicle that seats 2+ with minimum 80 mile range and a production vehicle from an original manufacturer.

Chargers: One level 2 charge point per vehicle, Coulomb 2100 or equivalent

Target charger must support 240 volts, 40 amps, and networked software

communications to fleet management consoles.

Vendors: Coulomb, Better Place, GE, ECOtality, NRG, Clipper Creek (partial list)

Vehicle Distribution

	Optio	on I	Optio	on 2	Optio	on 3
	Sedan	Van	Sedan	Van	Sedan	Van
Alameda Co.	26	6	20	4	16	1
Concord	12	0	10	0	8	0
Fremont	2	0	2	0	2	0
TAM/MMWD	0	4	0	3	0	2
Oakland	3	0	3	0	3	0
San Francisco	12	2	12	2	10	0
San Jose	3	0	3	0	3	0
Sonoma Co.	35	5	29	2	25	1
Totals	93	17	79	11	67	4

Uses

Agencies will utilize the vehicles in diverse applications to maximize their use. The following is a partial sampling of specific applications for the vehicles:

Sedans:

Oakland & Concord: Use by community and economic development staff for visits to local businesses.

San Jose and Fremont: Use by development staff (planners, engineers, building and construction inspectors) performing building inspections and routine code enforcement activities.

San Francisco: Use by parks and recreation staff for local parks maintenance visits and community meetings and outreach.

Alameda: Use by social services staff for client visits and for intra-agency messenger and mail services.

Vans:

San Francisco: Use by fire department for service requests at the city's 42 fire stations including Treasure Island to perform mobile inspections and repairs. The vans will be used for carrying parts, tools, and equipment such as air compressors, inverters, and welders.

TAM/MMWD: Use by meter readers and repair crews responding to minor repair calls. The vans will carry parts, tools, and miscellaneous equipment.

Additional Uses

The participating agencies will pursue and document further innovative opportunities for electric vehicle implementation. For example, San Francisco is currently working with local community colleges on EV and green job programs and plans to provide students an opportunity to study the impact of various new vehicle applications.

2.4. Emissions Benefit

A major benefit of these vehicles will be the carbon and criteria pollutants that are averted due to reduced usage of gas vehicles. With an average annual mileage of 6,500 miles, the fleet

outlined in Option 1 (110 vehicles) is estimated to displace nearly 800,000 lbs. CO2 in direct emissions and 3,540 lbs of criteria pollutants annually. These estimates are based on EPA pollutant standards and a scenario of 9-year-old Taurus and Chevy vans replacement. Note also that because these vehicles are used in frequent short trips primarily on surface streets, the reductions will likely be higher since "stop & go" travel and engine startup account for higher than average pollutant output than ongoing highway miles.

The vehicles will produce indirect emissions arising from fossil fuel use in power provided by the local utility, Pacific Gas & Electric (PG&E) in most cases. Exact calculation of the indirect emissions figure is challenging as it depends on the source of power at the time of charging, battery performance, driving patterns, and other variables. However, in a 2007 report prepared for the California Energy Commission, the indirect emissions produced by EVs by charging on the California energy grid were estimated to be 68 percent less than an internal combustion engine. Net emissions reductions for Option 1 are therefore estimated at 543,717 lbs. CO2. In contrast, Option 2 and Option 3 provide estimated net CO2 reductions of 439,639 lbs. and 338,432 lbs., respectively.

It is also important to note that whereas gas vehicles emit more emissions as they age, electric vehicles will account for lower emissions over time as utilities move to incorporate increasingly clean energy sources, driven in part by state renewable energy standards as well as increasing adoption of clean distributed energy. Actual emissions therefore will likely be lower in years to come. In addition, PG&E's energy mix is better (lower emitter) than the state average.

2.5. Stimulating Regional Interest in EVs: Visibility

Stimulating regional interest in electric vehicles will be achieved through a directed strategy of public visibility coordinated into a unified campaign by the BACC for the individual vehicles and project overall. This includes the following tactics, with further detail below:

- 1. Vehicle visibility promotion
- 2. Employee direct experience & education
- 3. Public engagement
- 4. Earned media
- 5. Local fleet outreach

Vehicle visibility promotion

While the vehicles will likely be distinctive (for example, most of the public recognizes the Prius hybrid as "greener"), the vehicles will be painted on both sides with prominent verbiage to make clear they are electric vehicles such as "Plug-in Electric Vehicle, Clean Transportation" with local agency logo. Some agencies, such as Sonoma County and Alameda County, already follow this practice. This will ensure thousands of impressions for employees and the larger public as the vehicles are used on their rounds.

Employee direct experience & education

Studies indicate that direct experience with electric vehicles is the most effective way to get people to consider them for purchase. The vehicles will be used by hundreds of employees whose positive experience using the vehicles will influence their own choices as well as how they share these experiences with others through their personal networks. To support this process, employees using and maintaining the vehicles will receive an orientation describing proper usage of the vehicles as well as the multiple environmental and economic benefits that result. Follow up communications through traditional channels such as electronic newsletters and new employee training will highlight vehicle benefits and project milestones/successes.

Public engagement

The vehicles will be utilized in municipal outreach through a variety of events such as local street fairs and town halls enabling members of the public to be directly exposed to the vehicles and to learn about their benefits as well as the larger EV project.

Earned media

A systematic strategy of local and regional earned media will be coordinated by the BACC including "ribbon cutting" events with elected officials and fleet managers when the vehicles are received, op-eds, and earned media stories on a variety of angles, such as the documented performance of the vehicles, as part of an ongoing campaign over the course of the project.

Local fleet outreach

Channel outreach through municipal and business associations will encourage adoption of EVs in fleets in the region. Workshops on EV fleet benefits will incorporate details on the Local Government EV Fleet project. The project will leverage existing relationship networks including the Silicon Valley Leadership Group, EV Communities Alliance, EPRI, PG&E, Bay Area Council, Business Council on Climate Change, Clean Cities Coalition and municipal associations for broad dissemination of EV fleet information and benefits within and beyond the Bay Area to business and government communities.

2.6. Encourage National Adoption: Associations & Conferences

The third major goal of the project is to leverage the project for national impact through systematic analytics and aggregation of best practices which can be disseminated through national electric vehicle, fleet, and transportation channels. This is especially valuable in the fleet context as fleet practices are highly systematized and are regularly shared by fleet managers as part of ongoing professional development.

The project will include a multi-channel communication and education strategy coordinated by the BACC with participating agencies and BACC partners. This strategy is outlined below:

- Produce detailed analytics of the fleet performance (as described in the evaluation section below)
- Aggregate best practices information
- Produce and publish attractive materials and white papers for communication to transportation professionals, including updating the BACC EV business case
- Disseminate the above through in-person and virtual presentations by project leaders to relevant professional fleet associations and conferences such as the Public Fleet Supervisor's Association (PFSA), California Counties Fleet Management Association (CCFMA), and National Fleet Managers Association (NAFA)
- Disseminate information through related transportation forums and organizations such as the Plug-in Conference, Green Fleet Conference, Plug-in America, and Electric Drive Transportation Association as well as non-EV specific forums such as state and national transportation conferences.
- Generate earned media in fleet, transportation and automotive media channels such as Automotive Fleet, Business Fleet, Business Driver, and Government Fleet.
- Collaborate with auto and charger manufacturers on outreach and visibility as appropriate.

3. Roles & Management

Roles for the project are divided into four major areas:

Local Governments

Local government fleet managers provide the senior leadership of the project. All major decisions will be taken under the direction of participating fleet managers through a project steering committee which will convene at regular intervals, no less than monthly, at the initial stages of the project. The municipalities also will manage intra-agency activities associated with the project including fleet management, infrastructure siting, charger installation management, fleet data collection, training, and maintenance. Vendor purchase processes will be handled collaboratively where possible through unified RFP processes.

Bay Area Climate Collaborative

Core project management support will be provided by the Bay Area Climate Collaborative (BACC) under the guidance of the BACC Steering Committee and Electric Vehicle chairs Bob Hayden, Clean Transportation Advisor to the City of San Francisco, and John Boesel, CEO of Calstart. The BACC will provide cross-partner support including partner coordination, project scoping, joint vendor vetting and engagement, joint training coordination and high level standardized content used by all agencies, local policy coordination, management of project evaluation, regional earned media outreach, national outreach coordination, best practices aggregation and publication, as well as other global project coordination tasks as needed.

Additional project management staff may be hired to ensure sufficient capacity and the BACC will coordinate closely with the EV Corridor Project. Additional partners, such as the EV Communities Alliance, will be engaged as appropriate.

Evaluation Consultant

As described in the evaluation section, a third-party consultant will be engaged to assist with the project evaluation. The consultant will provide technical guidance on assessment methodology, execute portions of the data acquisition not readily feasible by the municipalities, and provide the final analysis and report. Candidates for the project's consulting role include CALSTART, UC Berkeley's Institute for Transportation Studies, and UC Davis' Plug-in Hybrid Electric Vehicle Research Center.

Caltrans Project Coordination

Support for managing the relationship with Caltrans will be secured. Based on MTC guidance, this is anticipated to encompass tasks such as reporting on the field review, environmental clearance, fund agreement, and reimbursement process. Selection of the responsible agency and department awaits further detail on the specifics of this activity but is anticipated to reside with a municipality with a larger set of vehicles within the project, specifically Sonoma County, Alameda County, or San Francisco.

4. Project Schedule

The project timeline is as follows:

me	Fleet-Installation & — Use	Evaluation	Regional Visibility	National Outreach
2010 Q4	Define project team & processes	Evaluation consultant selection	Publicly announce project initiation	BACC staffing ramp-up for regional visibility
	Refine scope, budget & timeline	Data objectives & methodology refined	BACC staffing ramp-up for	& national outreach
	Finalize RFPs and initiate procurement		regional visibility & national	Identify national outreach

	process		outreach	channels and
				develop plan
	Charger site		Develop detailed	
'	assessments &		regional visibility	
	planning, Caltrans		plan	
	engagement.			
			Engage	
	Engage utility on grid		municipal	
	assessments if		leaders on	
	needed		visibility plan	
2011 Q1	Operations	Create or validate	Begin "ribbon	Initiate
	training/readiness	instruments and	cutting" events	presentations &
		data tools		outreach on
	Vendor negotiations	*	Begin educating	scale, objectives,
	& procurement	Execute pre-project	journalists on	expectations
	•	data acquisition if	project	from the project
	Charger installations	appropriate		
	& sedan deliveries			
2011 Q2	Sedan deliveries	Initiate data	Ongoing media	Ongoing national
		sampling if	engagement tied	channel outreach
	Fleet staff training	appropriate	to project	tied to
1	· •		milestones, data,	conferences,
	Utilization begins		and external	association
2011 Q3	Sedan and van		events.	calendars, or
	deliveries			national channel
	,		Ongoing	media
			workshops and	opportunities
2011 Q4		Execute	outreach to	
,		"checkpoint"	regional local	
		preliminary	governments and	
'		assessment	businesses.	
2012 Q1	Second round			
-	purchases, if			
	appropriate			
2012 Q2				•
2012 Q3		Execute final		
		assessment		
2012 Q4		Produce final report	Regional rollout	National rollout
			of project	of project
			findings	findings
2013		_	I	

Note: the above schedule is subject to variables including Caltrans environmental review process timing, possible weather delays with external charger installations, timing of EV van availability, utility impacts (see evaluation) and agency budget cycle considerations. These factors may especially influence the early steps associated with the fleet installation and use, leading in some cases to deployments later in 2011.

5. Evaluation

Goals

Data and analysis are an essential component of the project to determine with accuracy the benefits of the vehicles and the project as a whole. This information will also be central to the outreach component of the project in which the results and best practices will be shared via fleet associations with the objective of motivating other fleets to deploy electric vehicles.

Given these overall project goals, the evaluation portion of the project will include the following assessments:

- · Performance of the fleet and related components
- Benefits from the fleet (especially emissions reductions)
- · Personnel/human factors response
- Regional visibility
- High-level utility implications (time of use, local infrastructure)
- EV fleet management learnings and best practices

Specific Objectives & Metrics

These evaluation goals are further subdivided into the following objectives and specific metrics:

Evaluation Area	Specific Objectives	Evaluation Metrics
Evaluate performance of the fleet and related components	Vehicle performance Charger & software performance Vendor performance	Vehicle performance a. Miles traveled b. Maintenance frequency and downtime c. Ease of use - training time d. Battery condition after 1 year
	3. Vendor performance	Charger & software performance a. Failure rate b. Downtime c. Data completeness for fleet needs
		3. Vendor performance a. On time product delivery b. Warranty coverage c. Training quality d. Repair responsiveness
Evaluate benefits from the fleet	GHG reduction Criteria pollutants reduction	4. GHG Reduction a. Estimate net GHGs from vehicle replaced and actual miles of EV
	6. Cost effectiveness	5. Criteria pollutants reduction a. Estimate net pollutants from vehicle replaced and actual miles of EV
		6. Cost effectiveness a. Actual costs of vehicle, EVSE b. Actual installation costs c. Actual maintenance & fueling costs, cost per mile
Evaluate personnel response	7. Driving experience 8. Maintenance	d. Cost comparison vs. comparable ICE 7. Driving experience a. Would recommend vehicle
response	9. Management experience	8. Maintenance experience a. More/less trouble for basic maintenance
	Experience	9. Management experience a. More/less trouble for management

	_	
Regional visibility	10. Media visibility	10. Media visibility a. Media hits
High-level utility implications	11. Utility Impacts 12. Vehicle to grid potential	 11. Utility impacts a. Frequency of local transformer upgrades 12. Vehicle to grid potential a. Time of charging
EV fleet management learnings and best practices	13. Best-practices	13. Best-practices a. Recommendations on charger siting, vehicle use applications, maintenance

Utility Implications

The utility implications referenced above reflect two important areas of study. It is recognized that charging EVs creates a significant local load which may trigger the need for local grid infrastructure improvements, particularly with local transformers. Assessing (and resolving) impacts will require close coordination with the local utility. Vehicle-to-grid (V2G) assessment refers to examining the potential for future use of EVs to selectively provide power to the grid as a means of "flattening" grid power use peaks. Peak power usage is expensive and frequently produces high emissions. The V2G concept is an early stage theory on how the assets on the grid can reduce the need for fossil fuel power generation and facilitate renewables. Assessing when the vehicles are charging is the first step in assessing vehicle-to-grid potential.

Additional Metrics

In addition to the above metrics, select agencies will outfit the vehicles with GPS units. This will enable additional sampled data gathering on frequency of use, deeper analysis of most-used vehicles, and other data.

Methodology & Analytics Support

The methodology for acquisition of the above data will vary based on the specific data and agency but will be coordinated for consistency. Many conventional fleet metrics will be aggregated first at the agency level within existing fleet management tools, such as mileage and cost per mile. These data will be supplemented by data from the charger vendor for data such as charge times. Surveys of relevant agency personnel will be utilized, likely on a sampling basis, for personnel experience and utility impacts. Finally, media monitoring will be used for media impressions, and focus group style discussion with the fleet managers will be utilized for the best practices.

The final aggregation will be managed centrally in collaboration with consulting support from an academic or non-profit organization with expertise in electric vehicle fleet analysis. Selection of the consultant will be done via an RFP process. Specific data and methodologies will be refined with the consultant and also in close collaboration with the EV Corridor Project to maximize consistency and leverage. Candidates for the project's consulting role include CALSTART, UC Berkeley's Institute for Transportation Studies, and UC Davis' Plug-in Hybrid Electric Vehicle Research Center. BACC will facilitate collection of fleet management learnings and best practices.

In consultation with the selected consultant, the partner agencies will utilize best practice models, such as the Climate and Air Pollution Planning Assistant (CAPPA) developed by ICLEI - Local Governments for Sustainability, to estimate the greenhouse gas emission reduction benefits realized from the use of the electric vehicles in the agencies' fleet operations.

6. Budget Summary

The project budgets for the three alternatives, including the over 40 percent local match, are as follows:

	Description	Option 1	Option 2	Option 3
Total Vehicles	One charger per vehicle	110	90	71
Direct Project Costs	Vehicles, chargers, overall project management, outreach & analytics	\$5,715,000	\$4,620,000	\$3,566,000
Indirect Costs (in-kind)	Staff time, vehicle use costs	\$176,000	\$144,000	\$113,600
Total Project Value		\$5,891,000	\$4,764,000	\$3,679,600
Local Match Funds		\$2,346,000	\$1,937,700	\$1,491,200
MTC Grant Support		\$3,369,000	\$2,682,300	\$2,074,800

For detail on the budgets please see accompanying project spreadsheet.

The project will pursue a competitive vendor process and bulk purchase agreements where possible to reduce costs. All available state and federal rebates will be explored when purchases are made and any cost recovery will be used where possible to fund additional vehicles or chargers.

7. Additional Benefits

The project will provide significant additional benefits which cannot be fully detailed here but include:

- Supporting the market for new vehicles, demonstrating demand, and helping to reduce costs through economies of scale. Given that plug-in vehicles are newly entering the market, demonstrating immediate demand for the vehicles will accelerate the ramp-up of production and assist with reducing vehicle costs.
- Building the necessary knowledge base and experience among the full supply chain of
 practitioners drivers, mechanics, electricians, public works, utility workers, and fleet
 management professionals. Plug-in vehicles present a vast array of changes throughout
 a range of professions, some who traditionally have little interaction. The project will
 stimulate building of knowledge and relationships essential for the successful broad
 introduction of EVs. For example, the fleet EVs can be used to educate building officials
 in the municipalities who will need to develop and implement residential and
 commercial permitting for charging stations.
- Establishing infrastructure and regional cooperation to accelerate further adoption.
 Deployment of EVs demands extensive cooperation such as that between local governments and utilities on grid considerations and permitting processes. By placing the project within municipalities, rather than only arising from external demand, there is added incentive to engage cooperatively because of internal champions.
- Stimulating green jobs in both the public and private sectors. The deployment of the EVs and chargers will create demand for trained personnel in this new field.

 Demonstrating important related technologies. Charging station innovations, EV fleet management software, and tools for maintenance will all be exercised as part of the project.

8. Additional MTC Questions

1. What are we going to learn?

The project is anticipated to prove the full value of electric vehicles for appropriate applications, both in fleets and beyond. In addition, the project will provide specific information on best practices for successfully managing the vehicles to provide maximum value as well as details on what is required for successful EV implementation.

2. What can we teach (especially to elected officials)?

The project will demonstrate that wide-spread adoption of electric vehicles is viable due to economic and environmental value delivered. Additionally, this robust partnership will address EV issues such as "range anxiety" and the development of appropriate infrastructure to provide a replicable model for local governments nationwide.

3. How does this position the region to secure more funding resources, such as the federal government and automakers?

The project will significantly assist in securing further resources for the region by demonstrating EV demand, increasing local government skills and experience with the technologies, establishing infrastructure, and building critical relationships both within the region and with major vendors. Furthermore the national outreach portion of the project will establish the Bay Area as a visible leader in the adoption of electric vehicles.

9. About the BACC

The Bay Area Climate Collaborative is an initiative launched by the mayors of San Francisco, San José, and Oakland to accelerate the clean energy economy and make the Bay Area a national model. The BACC is a public-private initiative with local government partners representing over 50 percent of the Bay Area population, Bank of America, Pacific Gas & Electric, Environmental Defense Fund and numerous others. The BACC is a project of the Silicon Valley Leadership Group and its electric vehicle partners including Coulomb Technologies, Better Place, and Silver Spring Networks.

10. Conclusion

The Local Government EV Fleet Project is a unique and strategic collaboration that will establish a high impact electric vehicle fleet in the Bay Area. This fleet will provide three strategic goals: 1) substantial emissions reductions, 2) stimulation of regional interest in EVs, and 3) nation-wide demonstration of this key clean transportation solution. This project will leverage the unique role of fleets with their rigorous management, public visibility, and professional networks. Through robust partnership, building on broad and recognized leadership, the Local Government EV Fleet Project will serve as a model for government and commercial fleets nationwide, providing an unprecedented foundation for clean technology advancement, air quality benefits and significant, ongoing emission reductions.

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance 1120 N STREET P.O. BOX 942874, MS# 1 Sacramento, CA 94274-0001 TTY 711 (916) 654-3151 Fax (916) 653-7621

September 13, 2012

Mr. Daniel Woldesenbet Director of Public Works Alameda County 399 Elmhurst Street Hayward, CA 94544

Attn: Mr. James Chu

Dear Mr. Woldesenbet:

Enclosed is the approved current Finance Letter for the subject project. This Finance Letter is based on the information submitted by you to the Department. Some changes may have been made to fit the current funding scenario. If you feel that this does not correctly represent the current funding scenario of this project, please contact your District Local Assistance Engineer as soon as possible and have it corrected.

In accordance to Government Code 16304, Federal and State funds appropriated by the State budget are available for disbursement for limited periods of time. The enclosed Finance Letter shows the deadlines for liquidation as "Reversion Dates". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to one year for federal funds and up to three years for State funds.

Please note that Government Code 16304 does not supersede any other more restrictive expenditure deadlines.

If you have any questions, please contact your District Local Assistance Engineer.

Sincerely,

BILL SANDOVAL, Chief

Office of Project Implementation - North

Division of Local Assistance

Enclosure

c: OLP AE Project Files (04) DLAE - Sylvia Fung



File: 04-ALA-0-CR CML-5933(109)

> Oakland, Fremont, Sonoma County, Santarosa, Sonoma Co. H2O Dist., Marin Co. H2O Dist., San Francisco.

DEPARTMENT OF TRANSPORTATION DIVISION OF ACCOUNTING LOCAL PROGRAM ACCOUNTING BRANCH

Agency:
Project No:

FINANCE LETTER

Attention: County of Alameda

OTHER	\$0.00,	\$0.00	\$0.00	\$0.00	\$0.00
LOCAL FUNDS	\$1,147.00	\$1,915,000.00	\$0.00	\$853.00	\$1,917,000.00
FEDERAL FUNDS	\$8,863.00	\$1,455,000.00	\$1,015,000.00	\$329,147.00	\$2,808,000.00
FED. REIMB %	88.53%	100.00%	100.00%	99.74%	0.00%
FEDERAL PART. COST	\$10,000.00	\$1,455,000.00	\$1,015,000.00	\$330,000.00	\$2,810,000.00
TOTAL COST OF WORK	\$10,000.00	\$3,370,000.00	\$1,015,000.00	\$330,000.00	\$4,725,000.00
TINANCE ITEMS	Agency Preliminary Engineering	Other	Other	Agency Construction Engineering	Totals:
		Fed. Partic:			

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

59.47%

Signature:

Title: Sr.Transoprtation Engineer

For questions regarding finance letter, contact: Printed Name: Peter B. Anderson

Telephone No: (916) 653-8431

Remarks: Buy American Waiver approved October 11, 2011

Federal participation is the incremental cost difference between the Electric Vehicle and a conventional vehicle.

FLIN = Vehicles Other = Changing Stations

				ACCOUNTING INFORMATION	INFORMATIO	N CML-5933(109)	(109)	
Adv. Proj. ID A	pprop. Ur.	Adv. Proj, ID Approp. Unit State Prog.	Fed/State	Encumbrance Amount	Approp Year	Expenditure Amount	Ecumbrance Balance	Reversion Date
0400020934	11102F	400020934 11102F 2030010820	ļL.	\$8,853.00	1011	\$8,852.98	\$0.02	06/30/16
0400020934	12102F	12102F 2030010820	ш	\$2,799,147.00	1112	\$0.00	\$2,799,147.00	06/30/17