

File No. 110520

Committee Item No. 1
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance SUB-Committee Date: May 4, 2011

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 <i>NA</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Victor Young
Completed by: Victor Young

Date: April 29, 2011
Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Accept and Expend Grant - Electric Vehicle Infrastructure - \$100,000]

2
3 **Resolution authorizing the San Francisco Department of the Environment to accept**
4 **and expend a grant of \$100,000 from the Bay Area Air Quality Management District to**
5 **contribute to the cost of installing 60 publicly available electric vehicle chargers.**

6
7 WHEREAS, The Bay Area Air Quality Management District (BAAQMD), through its
8 Transportation Fund for Clean Air has awarded a grant of \$100,000 to the Department of the
9 Environment of the City and County of San Francisco for costs associated with installing 60
10 publicly available Electric Vehicle chargers in various locations throughout the City; and

11 WHEREAS, Electric Vehicles significantly reduce greenhouse gases compared to
12 vehicles with internal combustion engines, and

13 WHEREAS, More than half the greenhouse gases generated in San Francisco are
14 attributable to transportation, and

15 WHEREAS, In 2004, the Department of the Environment and the San Francisco Public
16 Utilities Commission released a "Climate Action Plan for San Francisco" identifying
17 transportation, energy efficiency, renewable energy, and solid waste measures that could
18 achieve significant greenhouse gas reductions; and

19 WHEREAS, Creating the infrastructure necessary to support the market for Electric
20 Vehicles in San Francisco is an important element of San Francisco's strategy for reducing
21 greenhouse gases, and

22 WHEREAS, In addition, companies manufacturing Electric Vehicles have targeted San
23 Francisco as a strong "early adopter" market, and critical actions need to be taken by the City
24 for that market to materialize, and

1 WHEREAS, Installation of publicly available Electric Vehicle chargers is an essential
2 step in ensuring automobile manufacturers continue to view San Francisco as a location
3 primed to accelerate the adoption of Electric Vehicles, and

4 WHEREAS, The Electric Vehicle charging stations will be publicly available and will
5 serve residents from all parts of San Francisco, and

6 WHEREAS, Funding from this grant will contribute to local matching funds required by
7 Congressionally Directed Program funding from the Department of Energy for the
8 development of San Francisco Electric Vehicle infrastructure which was approved through
9 Annual Salary Ordinance Amendment 159-10, and

10 WHEREAS, Funding from this grant will contribute to the cost of installing Electric
11 Vehicle charging stations awarded to the Department of the Environment by Coulomb
12 Technologies, Inc., as a subaward under Federal Recovery Act Funds from the U.S.
13 Department of Energy to Coulomb, previously approved through Resolution 143-11, and

14 WHEREAS, The term of this grant is from the date of execution of the award
15 agreement from BAAQMD following approval of this resolution through December 31, 2011,
16 and

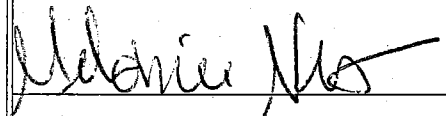
17 WHEREAS, The grant does not require an ASO amendment; and

18 WHEREAS, the grant budget includes provision for indirect costs of \$4,762, now,
19 therefore, be it

20 RESOLVED, That the Board of Supervisors authorizes the Director of the Department
21 of the Environment to accept and expend a grant in the amount of \$100,000 from the Bay
22 Area Air Quality Management District to contribute to the cost of installing 60 Electric Vehicle
23 chargers.

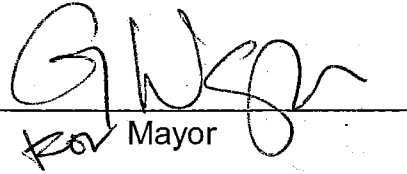
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Recommended:




Department Head

Approved:


Mayor

Approved:


Controller, Grant Division

File Number: _____

(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolution authorizing the Department of the Environment to accept and expend regional grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: TFCA Electric Vehicle Infrastructure 220215 / EVPGCP-11
2. Department: Department of the Environment
3. Contact Person: Rachel Buerkle Telephone: 355-3704
4. Grant Approval Status (check one):
 [X] Approved by funding agency [] Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$100,000

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6a. Matching Funds Required: \$100,000

b. Source(s) of matching funds (if applicable):

In-kind matching funds are being provided by San Francisco Public Utilities Commission in the form of labor of electricians installing the charging stations, as well as through a congressional earmark from the US Department of Energy (approved by Annual Salary Ordinance Amendment 159-10). Matching funds from the Department of Energy are not ARRA funding.

7a. Grant Source Agency: Bay Area Air Quality Management District

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:

The Bay Area Air Quality Management District (BAAQMD) has awarded a grant to the Department of the Environment for the City and County of San Francisco to contribute to the material cost of installing 60 publicly available Electric Vehicle (EV) chargers in City-owned property in various locations throughout the City, including installations in MTA public garages for chargers that have been awarded to the Department of the Environment by Coulomb Technologies, Inc., as a subaward under Federal Recovery Act Funds from the U.S. Department of Energy to Coulomb (previously approved through Resolution 143-11). The chargers will serve residents from all neighborhoods of San Francisco, including residents without personal garages. Locations will be selected based on anticipated demand by EV drivers, the cost effectiveness of upgrading existing but outdated EV charging station locations in City-owned public garages, and site-specific feasibility at City-owned properties throughout the City.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: Upon signing the Award Agreement with BAAQMD following the approval of this Resolution.

End-Date: December 31, 2011

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employees once the grant ends? NA

12a. Amount budgeted for contractual services: NA

b. Will contractual services be put out to bid?

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements?

d. Is this likely to be a one-time or ongoing request for contracting out?

13a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$4,762

b2. How was the amount calculated? Grant agency allows maximum 5% of granted funds to be used for Administrative costs.

c. If no, why are indirect costs not included?

Not allowed by granting agency To maximize use of grant funds on direct services

Other (please explain):.

14. Any other significant grant requirements or comments:

With respect to long term maintenance for the installed charging equipment after the expiration of initial manufacturer warranties, SFMTA, SFPUC and SFE have formed a Memorandum of Understanding which, among other items, specifies that responsibility for cost of maintenance, warranties and other matters related to ensuring continuity of charging services will be addressed in a review process completed by December 2012. The Mayor's Office, City Administrator and all departments involved with public EV charging stations will participate in the review process.

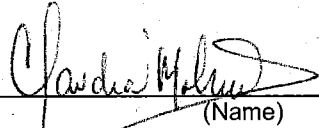
****Disability Access Checklist****

15. This Grant is intended for activities at (check all that apply):

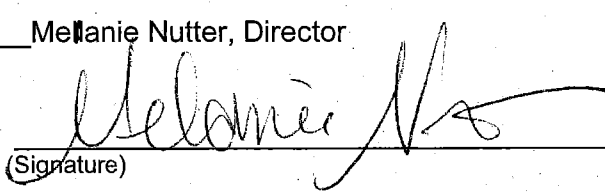
- Existing Site(s) Existing Structure(s) Existing Program(s) or Service(s)
- Rehabilitated Site(s) Rehabilitated Structure(s) New Program(s) or Service(s)
- New Site(s) New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:  Claudia Molino
(Name)

Date Reviewed: 4-21-11

Department Approval: 4/21 Melanie Nutter, Director

(Signature)

Electric Vehicle Chargers - Grant from Bay Area Air Quality Management District						
			BAAQMD (TFCA)	Required Match	Other Funds (Non- ARRA Congressionally Directed Program grant)	TOTAL Project
Personnel						
	7345 Electrician	37% FTE based on figures provided by SFPUC		\$ 30,654		\$ 30,654
	7345 Electrician	37% FTE based on figures provided by SFPUC		\$ 30,654		\$ 30,654
	Total Personnel		\$ -	\$ 61,308		\$ 61,308
Fringe Benefits	at 30%		\$ -	\$ 18,392		\$ 18,392
Equipment						
		Electric Vehicle Charger installation materials	\$ 95,238	\$ 20,300	\$ 99,477	\$ 215,015
	TOTAL Equipment		\$ 95,238	\$ 20,300	\$ 99,477	\$ 215,015
	TOTAL PROJECT DIRECT		\$ 95,238	\$ 100,000	\$ 99,477	\$ 294,715
Total Indirect costs			\$ 4,762			\$ 4,762
			\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT COST			\$ 100,000	\$ 100,000	\$ 99,477	\$ 299,477

TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT

BETWEEN

THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT

AND

COUNTY OF SAN FRANCISCO

PROJECT NUMBER: 09R32

This funding agreement "Agreement" is made and entered into between the County of San Francisco (hereinafter referred to as "Project Sponsor") and the Bay Area Air Quality Management District, hereinafter referred to as the "Air District" (and hereinafter referred to jointly as the "Parties").

SECTION I

REGULALS

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA") to implement such a program. Under the TFCA's Regional Fund Program, the Air District may issue TFCA funds to public agencies and, for certain vehicle-based projects, to other entities for projects within the Air District's jurisdiction ("Program").
- 3) California Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan(s) adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and are in effect as of the date of execution of this Agreement.
- 4) On January 15, 2010 the Executive Officer/APCO of the Air District approved a TFCA award to the Project Sponsor to implement an eligible mobile source or transportation control project to improve air quality in the San Francisco Bay Area Air Basin based on the Program's eligibility criteria and on information provided in Project sponsor's application ("Project").
- 5) The Air District and Project Sponsor desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of the award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the TFCA Line Item Project Budget. Only those allowable Project costs incurred following the Effective Date of this Agreement and prior to the completion or termination of the Project are eligible to receive TFCA funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Air District's funding obligation under this Agreement is limited to the TFCA Regional Funds Awarded. The Project Sponsor shall contribute or expend the total amount of Matching Funds prior to submission of the Final Invoice. If the actual total cost of the Project listed in the Final Report submitted and approved by the Air District is less than the Total Project Cost, the Air District reserves the right to reduce the amount of TFCA Regional Funds Awarded at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) If TFCA Administrative Costs are included in the TFCA Line Item Project Budget, Project Sponsor shall not use more than five (5) percent of the TFCA Regional Funds Awarded for allowable costs incurred in the administration of the Project. In the event that the actual Project cost is less than the Total Project Cost, the amount of allowable TFCA Administrative Costs shall be reduced so as not to exceed five (5) percent of the TFCA Funds Awarded. Allowable project administrative costs are listed in Appendix C of the "Transportation Fund for Clean Air (TFCA) Fiscal Year 2009/2010 Regional Fund Application and Guidance."
- 5) The Project Sponsor shall submit invoices on the Air District's Invoice Form for reimbursement of eligible Project costs and expenses consistent with the TFCA Regional Funds Awarded, Invoice and Payment Schedule, and Project Schedule. Invoices shall include the Air District's summary sheet specifying the Project number, an itemized list of all expenses incurred, and the total funds being requested. The Invoice shall also provide supporting documentation such as copies of invoices from vendors, consultants, or contractors with an explanation of the goods or services provided for the Project and copies of time sheets documenting hourly labor costs incurred.
 The Air District may withhold funds pending receipt of any report.
 The Air District will retain fifteen (15) percent of the TFCA Regional Funds Awarded against each invoice paid until the Final Report is received and approved by the District. The 15% may be requested by a Project Sponsor in the Final Invoice.
 If invoices include TFCA Administrative Costs, the Project Sponsor must also provide supporting documentation of the costs incurred. Such documentation shall include the dates such costs were incurred, the job titles and hourly pay rates of employees performing eligible project

- administrative tasks, tasks performed by those employees, the number of hours spent performing such tasks, and the total charges.
- 6) The Project Sponsor must submit the Final Invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The Air District will not process the Final Invoice submitted by the Project Sponsor until the Air District accepts the Final Report.
 - 7) The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the Final Invoice or b) the end of the Project's Useful Life to audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project.
 - The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project's Useful Life to inspect the Project. During inspections, the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status
 - 8) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the Final Invoice, or b) the end of the Project Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:
 - a. Semi-annual Report,
 - b. Final Report, and
 - c. Annual Monitoring Report.
 - 9) The Project Sponsor shall monitor the operational status of the Project for the Project Useful Life. The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.
- If the Project Sponsor seeks to transfer any Project equipment to another location within the Air District's jurisdiction, the Project Sponsor may seek a modification of this Agreement in advance to allow for such transfer. The Project Sponsor may not transfer the equipment without the prior approval of the Air District. Failure to obtain prior approval is a breach of this Agreement.
- 10) The Project Sponsor will maintain the portions of the Project funded under this Agreement according to the manufacturer's specifications for the Project Useful Life, except for advanced vehicle technology demonstration projects, as specified in Special Conditions, Attachment A.

- 11) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:
 - a. The logo shall be used on signs posted at the site of any Project construction;
 - b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;
 - c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
 - d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 12) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements," and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 13) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with TFCA funds as part of the Project and shall require recipients of Project funds, if any, to do the same.
- 14) The Project Sponsor shall use TFCA Regional Funds Awarded only for the implementation of a project that results in surplus motor vehicle emission reductions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the Effective Date of this Agreement.
- 15) The Project Sponsor shall comply with all Program requirements set forth in the Air District's "Board Adopted TFCA Regional Fund Policies for FY 2009/2010," which are incorporated therein as Appendix A, and made a part of the "Transportation Fund for Clean Air (TFCA) Fiscal Year 2009/2010 Regional Fund Grant Application and Guidance," dated November 2009, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the TFCA Regional Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of an approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.

- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved Regional Fund reporting and invoice forms.
- 6) The Air District will make its logo available to Project Sponsor solely for use to fulfill the Project Sponsor's obligation under Section II.11 of this Agreement.

SECTION IV

GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the Project Useful Life, unless this Agreement is terminated or amended as provided below, or the Term is extended pursuant to Special Conditions, Attachment A.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within thirty (30) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of the change.
- 5) **Notices:** Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within thirty (30) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number.
- 6) **Survival of Terms:** Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.7, II.8, II.9, II.10 and II.11.
- 7) **Termination:**
 - A. **Voluntary.** Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Section IV.5 above. If the Project Sponsor terminates this

- 8) **Agreement, the Project Sponsor shall not be entitled to the full amount of the TFCA Regional Funds Awarded. The Project Sponsor may retain or receive payment for that portion of the TFCA Funds to which they are entitled.**

Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the TFCA Regional Funds Awarded by the number of months of the Project Useful Life, and then, b) multiplying that amount by the number of full months of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of TFCA funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.
 - 9) **Breach.** The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the TFCA Regional Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.
- Unless this Agreement provides for an alternative reimbursement formula set forth in Special Conditions, listed in Attachment A, the Air District will calculate the amount of funds owed based on each month of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh month of operation of the Project that has a two-year Project Useful Life, the Air District will reimburse the Project Sponsor up to the amount of the TFCA Regional Funds Awarded that represents six months of operations
- C. **Reserved.**
 - 8) **Additional Provisions and Additional Acts and Documents:** Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
 - 9) **Indemnification:** The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest

against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project. The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.

10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.

11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.

15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.

16) Public Entities - Conflict of Interest: The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.

17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

by: _____ Date: _____
David Assmann
Director
Department of the Environment
City and County of San Francisco

by: _____ Date: _____
Jack P. Boardent
Executive Officer/APCO
Bay Area Air Quality Management District

Approved as to form:

by: _____ Date: _____
Dennis Herrera
City Attorney

by: _____ Date: _____
Robin M. Reizes
Deputy City Attorney

ATTACHMENT A

PROJECT SPECIFIC INFORMATION

(Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.)

1. Project Sponsor: County of San Francisco
2. Project Number: 09R32
3. Total Project Cost (Section II.2): \$299,476.80
4. Matching Funds (Section II.3): \$100,000
5. TFCA Regional Funds Awarded (Sections II.3, II.4, II.5, II.14, III.1, IV.7): The maximum award will be \$100,000. The Air District will fund the corresponding percentage of the actual total project cost, not to exceed the maximum allowed per charge spot, of each component as identified in Section 6 below. The maximum award for each component is listed below.
6. TFCA Line Item Project Budget (Sections II.2, II.4): Eligible expenditures for TFCA Regional Funds Awarded include the listed line item(s), as follows:

Component Line Item(s)	Amount
09R32-1 Purchase and install six (6) charge spots as identified in Attachment B; not to exceed 36.083% of \$4,619/charge spot (max \$1,666.67 per charge spot)	\$10,000.02
09R32-2 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 32.401% of \$5,144/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-3 Purchase and install eight (8) charge spots as identified in Attachment B; not to exceed 46.156% of \$3,611/charge spot (max \$1,666.67 per charge spot)	\$13,333.36
09R32-4 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 32.401% of \$5,144/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-5 Purchase and install three (3) charge spots as identified in Attachment B; not to exceed 29.51% of \$3,648/charge spot (max \$1,666.67 per charge spot)	\$5,000.01
09R32-6 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 38.262% of \$4,356/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-7 Purchase and install two (2) charge spots as identified in Attachment B; not to exceed 35.274% of \$4,725/charge spot (max \$1,666.67 per charge spot)	\$3,333.34
09R32-8 Purchase and install five (5) charge spots as identified in Attachment B; not to exceed 29.61% of \$5,591/charge spot (max \$1,666.67 per charge spot)	\$8,333.35
09R32-9 Purchase and install two (2) charge spots as identified in Attachment B; not to exceed 24.962% of \$6,677/charge spot (max \$1,666.67 per charge spot)	\$3,333.34

09R32-10 Purchase and install four (4) charge spots as identified in Attachment B; not to exceed 41.845% of \$3,983/charge spot (max \$1,666.67 per charge spot)	\$6,666.68
09R32-11 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 22.36% of \$7,454/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-12 Purchase and install three (3) charge spots as identified in Attachment B; not to exceed 30.951% of \$3,385/charge spot (max \$1,666.67 per charge spot)	\$5,000.01
09R32-13 Purchase and install two (2) charge spots as identified in Attachment B; not to exceed 30.183% of \$5,522/charge spot (max \$1,666.67 per charge spot)	\$3,333.34
09R32-14 Purchase and install four (4) charge spots as identified in Attachment B; not to exceed 30.227% of \$5,514/charge spot (max \$1,666.67 per charge spot)	\$6,666.68
09R32-15 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 25.003% of \$6,666/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-16 Purchase and install six (6) charge spots as identified in Attachment B; not to exceed 39.364% of \$4,234/charge spot (max \$1,666.67 per charge spot)	\$10,000.02
09R32-17 Purchase and install four (4) charge spots as identified in Attachment B; not to exceed 35.229% of \$4,731/charge spot (max \$1,666.67 per charge spot)	\$6,666.68
09R32-18 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 25.003% of \$6,666/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-19 Purchase and install two (2) charge spots as identified in Attachment B; not to exceed 26.527% of \$6,283/charge spot (max \$1,666.67 per charge spot)	\$3,333.34
09R32-20 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 25.003% of \$6,666/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-21 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 38.262% of \$4,356/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
09R32-22 Purchase and install one (1) charge spots as identified in Attachment B; not to exceed 25% of \$6,666/charge spot (max \$1,666.67 per charge spot)	\$1,666.67
Total	\$100,000

7. **Invoice and Payment Schedule (Sections II.5, III.2):** The Project Sponsor may submit an invoice for reimbursement after each project component identified in the Project Description has been purchased, installed and placed into service. Each invoice shall include the following: 1) a summary sheet listing all expenses incurred to date, with vendor invoices, incurred receipts or work orders totaling the summary sheet; and 2) A table listing the charging equipment make/model/serial number, installation address location and date each charge spot was placed into service (became available for use).

Pursuant to Section II.8 of this Agreement, the Air District may withhold funds pending receipt of reports.

Final Invoice: The Final Invoice for reimbursement and for fifteen percent (15%) of the TFCA Regional Funds Awarded is to be submitted no later than ninety (90) days after the deadline to submit the Final Report. The Final Invoice shall also include an itemized listing of each Project component funded under this Agreement.

8. Special Conditions, If Any (Sections II.10, IV.7):

- A. Project Sponsor shall provide public access to the charging equipment
- B. Project Sponsor shall provide notification to the local public utility prior to commencing construction or work associated with the installation.
- C. Project Sponsor is responsible for assuring all required local permits and approvals are obtained for the project.
- D. Project Sponsor is responsible for assuring that the project is operated and maintained in accordance with local, state and federal requirements.
- E. Project Sponsor shall install signage to promote the availability of the equipment and the benefits of off-peak charging in order to encourage behavior patterns that minimize electricity grid impacts and maximize net environmental benefits.

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**ATTACHMENT B
PROJECT DESCRIPTION**

1. **Project Title:** (60) Electric Vehicle Public Garage Charge Points
2. **Project Useful Life:** 7 years

3. **Project Description:** Install sixty (60) Level 2 Alternating Current (AC) 208-240 volt electrical charge spots with Society of Automotive Engineers (SAE) standard J1772 coupler ("charge spot"); each charge spot must be able to maintain 208-240 volts while in use, at the following locations:

Component	Number of Charge Spots	Street Address	City
09R32-1	6	355 McAllister	San Francisco
09R32-2	1	123 O'Farrell St.	San Francisco
09R32-3	8	833 Mission St.	San Francisco
09R32-4	1	250 Clay St.	San Francisco
09R32-5	3	1610 Geary St.	San Francisco
09R32-6	1	2055 Lombard St.	San Francisco
09R32-7	2	3255 21 st St.	San Francisco
09R32-8	5	255 Third St.	San Francisco
09R32-9	2	735 Vallejo St.	San Francisco
09R32-10	4	360 Grove St.	San Francisco
09R32-11	1	1399 Bush St.	San Francisco
09R32-12	3	733 Kearney St.	San Francisco
09R32-13	2	433 Kearney St.	San Francisco
09R32-14	4	2501 23 rd St.	San Francisco
09R32-15	1	1660 Mission St.	San Francisco
09R32-16	6	444 Stockton St.	San Francisco
09R32-17	4	333 Post St.	San Francisco

09R32-18	1	766 Vallejo St.	San Francisco
09R32-19	2	3252 Pierce St.	San Francisco
09R32-20	1	San Francisco International Airport (Domestic Garage)	San Francisco
09R32-21	1	San Francisco International Airport (International Garage)	San Francisco
09R32-22	1	San Francisco International Airport (Limited Term Parking)	San Francisco

4. **Project Schedule:**

Milestone

Project Start

Project Completion

(Charge spots installed and available for use)

Final Report due, per Attachment C

Annual Monitoring Report

Completion Date

Effective Date of Agreement

December 31, 2011

April 1, 2012

Every March 1, beginning 60 days after the Final Report has been submitted, for a period of five consecutive years

5. **Project Goal:** To reduce on-road light-duty vehicle emissions by installing electric vehicle fueling infrastructure.

**ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE**

1. Semi-Annual Reports (Section II.8):

Due Dates: Beginning 60 days after the Effective Date, every April 15, and October 15, following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit Semi-annual Reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

2. Final Report (Section II.9):

Due Date: Within 3 months from the date that the last charge spot is made available for use, but no later than December 31, 2011.

The Final Report shall include the following information:

- A. A table listing the charge spot equipment make/model/serial number, address location and date each charge spot was placed into service. In the event the charging equipment is located in a multi level parking garage, include the level the charge spot is located in the address information.
- B. A summary of any problems encountered in the initial operation of the charge spot(s).
- C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life (Section II.11).
- D. Copies of promotional materials, press releases, newsletter articles, or other media coverage related to the Project (Section II.11).

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3. Annual Monitoring Reports (Section II.9)

Due Dates: Every March 1, beginning 60 days after the Final Report has been submitted, for a period of five consecutive years.

The Annual Monitoring Report shall include the following information for each charge spot funded in this agreement:

- A. By charge spot, for each month, the number of kilowatt-hours (kWh) dispensed and known or estimated number of vehicles fueled.
 - B. For each component identified in Attachment B, Project Description, describe future plans to add additional charge spots.
- Annual Monitoring Reports shall be prepared on the Air District's Annual Monitoring Report form.

ATTACHMENT D
INSURANCE REQUIREMENTS

Verification of Coverage

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

Minimum Scope of Insurance

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor to initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

Required if checked

1. Liability Insurance

Corporations/Private and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

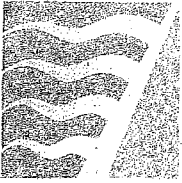
Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

2. Property Insurance

Repower and New Vehicle/Equipment Purchase - in an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under the Agreement of which this Attachment is a part, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

Property Insurance for Retrofit Projects - for all 2003 model year or newer vehicles in an amount of not less than the insurable value of Project Sponsor's vehicles, covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

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**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT
SINCE 1955**

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(Vice Chairperson)
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Jennifer Hosterman
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Jack P. Broadbent
EXECUTIVE OFFICER/APCO

January 11, 2011

Robert Hayden, Clean Transportation Advisor
San Francisco Department of the Environment
11 Grove St.
San Francisco, CA 94102

Dear Robert Hayden:

The Bay Area Air Quality Management District (Air District) Executive Officer approved an award of a grant for funding from the Transportation Fund for Clean Air (TFCA) Regional Fund for the project listed below. We commend your efforts to help reduce air pollution.

<u>Project #</u>	<u>Project Title</u>	<u>Amount</u>
09R32	(60) Electric Vehicle Public Garage Charge Points	\$100,000

Enclosed is the proposed funding Agreement for your review and signature. Note also that initials are required on Attachment D, Insurance Requirements. The Agreement sets forth the terms, conditions, and recordkeeping requirements of the grant. Failure to sign and return the enclosed Agreement within 60 calendar days of the date of this letter will subject the grant offer to cancellation.

Please note that only a fully executed agreement, signed by both the Project Sponsor and the Air District, constitutes a final approval and obligation on the part of the Air District. Also, please note that the Air District will not process payment requests: 1) if the agreement for the project is not properly executed, 2) if any costs are incurred before the date that the agreement is executed, or 3) if the project is no longer eligible for TFCA funding.

Please return the following documents along with two signed and initialed agreements:

1. Documentation of insurance, as specified in Section II, Paragraph 12 and in Attachment D of the Funding Agreement; and
2. A W-9 form. The form can be found at <http://www.irs.gov>.

If you wish to accept this grant, please sign, initial Attachment D, and return both originals along with the required documents, to:

Bay Area Air Quality Management District
Attn: Karen Schkolnick, Strategic Incentives Division
939 Ellis Street
San Francisco, CA 94109

Spare the Air

The Air District is a Certified Green Business

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