

**SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT
GRANT AGREEMENT WITH SAN DIEGO UNIFIED PORT DISTRICT
COMMUNITY AIR PROTECTION PROGRAM (FY2019-20)
BATTERY CHARGING STATION INFRASTRUCTURE PROJECT**

This Grant Agreement is made and entered into on the Effective Date shown on the Signature Page, by and between the San Diego County Air Pollution Control District, a public agency of the State of California, hereinafter called "District," and SAN DIEGO UNIFIED PORT DISTRICT, a(n) government agency, located at 3165 PACIFIC HIGHWAY, SAN DIEGO, CA 92101, hereinafter called "Contractor."

R E C I T A L S:

WHEREAS, the San Diego County Air Pollution Control District Governing Board (BOARD), by its action on March 10, 2022 (APCB Agenda Item E.2.), authorized the District to apply for and accept funding from the California Air Resources Board (CARB) for the Community Air Protection Program (FY2019-20) (Program), and to comply with the requirements of that program which include the negotiation and execution of a Grant Agreement;

WHEREAS, the purpose of the Program is to provide incentives to contractors, which will assist the District in attaining federal and State air quality standards, particularly in communities that may be disproportionately impacted by air pollution. This Program targets emission reductions in communities that are considered disadvantaged under Senate Bill 535, low-income under Assembly Bill 1550, and/or identified under Assembly Bill 617 as an environmental justice community. Under this Program, the District provides cash incentives to be used toward the voluntary purchase of fueling or energy infrastructure to fuel or power a "covered source" defined in California Health and Safety Code section 44275(a)(7) in accordance with the April 2017 Carl Moyer Program Guidelines and November 2021 updates to cost-effectiveness limits and funding caps and May 2019 Community Air Protection Incentives Guidelines (revised October 2020) (Program Guidelines);

WHEREAS, one of the approved projects is for SAN DIEGO UNIFIED PORT DISTRICT, to install electrical infrastructure for two all-electric heavy lift cranes deployed at the Tenth Avenue Marine Terminal in the Port of San Diego (Project) using Program funds in an amount not to exceed \$2,723,000, as approved by the BOARD on June 9, 2022 (APCB Agenda Item E.1.);

WHEREAS, the District has determined that the infrastructure equipment will operate 100 percent of the time within District boundaries and within or benefitting a community that is, as of the date of contract execution, an SB 535 disadvantaged, an AB 1550 low-income, and/or an AB 617-identified environmental justice community;

WHEREAS, the District desires performance of the work specified in this Grant Agreement, and whereas the Contractor agrees to perform or otherwise complete the work subject to the following conditions as well as the Program Guidelines;

WHEREAS, Contractor desires to receive the incentive funds specified in this Grant Agreement, and possesses the skills, experience, education, and competency to perform and/or complete the required work;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises, and mutual covenants and agreements herein contained, the parties agree as follows:

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**ARTICLE I
PERFORMANCE OF WORK**

- A. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work required of Contractor by this Grant Agreement. Contractor agrees to perform or otherwise complete the work subject to the conditions of this Grant Agreement as well as the Program Guidelines, which are incorporated herein by reference.
- B. Contractor's Representative. Contractor represents and warrants that the person identified on the signature page (Contractor's Representative) has full authority to act for Contractor hereunder.
- C. Contractor as Independent Contractor. Contractor is, for all purposes of this Grant Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the District. Contractor shall perform its obligations under this Grant Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by the District except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which District employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits, and injury leave.
- D. Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, and subcontractors required for Contractor to perform its duties under this Grant Agreement, and all such services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, or subcontractor shall be at Contractor's sole cost and expense, and the District shall have no obligation to pay Contractor's agents, employees, or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.
1. Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the Project, Contractor retains the prime responsibility for carrying out all the terms of this Grant Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Grant Agreement. No subcontract utilizing funds from this Grant Agreement shall be entered into which has a term extending beyond the Agreement Term as defined on the Signature Page.
2. Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

**ARTICLE II
GRANT AGREEMENT ADMINISTRATION**

- A. District's Grant Agreement Administrator. The Air Pollution Control Officer is designated as the contracting officer (Contracting Officer) and is the only District official authorized to make any

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Changes to this Grant Agreement. The District has designated the individual identified on the signature page as the Contracting Officer's Representative (COR).

1. The District's COR will coordinate the District's Grant Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Grant Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Grant Agreement, may make changes to the scope of work or total amount.
2. Notwithstanding any provision of this Grant Agreement to the contrary, District's COR may make Administrative Adjustments to the Grant Agreement, such as line item budget changes, or adjustments to the Grant Agreement requirements, which do not change the purpose or intent of the Scope of Work, the terms and conditions, the Agreement Term, or the total Grant Agreement amount. Each Administrative Adjustment shall be in writing and signed by COR and Contractor. All inquiries about such Administrative Adjustment will be referred directly to the COR.

**ARTICLE III
SCOPE OF WORK**

A. Description of Project.

1. The Contractor shall complete the battery charging station installation described in Article III, Section G, below. The Contractor is prepared and able to procure and install the new equipment (equipment) as required by the Program Guidelines.
2. Contractor shall comply with the current Program Guidelines and criteria and shall meet all Program requirements for the full Agreement Term (defined on the Signature Page). Contractor certifies that any emission reductions obtained through this Project are not required by any local, state, and/or federal rule, regulation, or memorandum of agreement/understanding, settlement agreement, mitigation requirement, or other legal mandate currently in effect and that the project will be completed at least three years prior to any applicable regulatory compliance deadline.
3. No emission reductions generated by the Program may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.
4. No project funded by the Program may be used for credit under any federal or state emission averaging banking and trading program.
5. Equipment operating under a regulatory compliance extension granted by CARB, an air district, or the United States Environmental Protection Agency (EPA) is not eligible for funding.
6. Throughout the Agreement Term, projects funded by the Program must not be used to generate credits or compliance extensions and must be excluded when determining regulatory compliance.

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B. Compliance with Air Quality Laws.

1. Contractor certifies that contractor's fleet and equipment is in compliance with all applicable federal, state, and local air quality rules and regulations at time of contract execution.
2. Contractor shall maintain compliance with all applicable federal, state, and local air quality rules and regulations, including but not limited to, state building, environmental, and fire codes, for the full Agreement Term.

C. Project Cost Breakdown. The maximum percent of the total battery charging station costs eligible for Program funding are:

1. Battery Charging Station – Design and engineering, cost of equipment, cost of installation, meter/data loggers, and associated equipment on-site – 60 percent
2. Additional funding for Battery Charging Station serving a Port, Railyard, or Freight Facility (Tenth Avenue Marine Terminal, Port of San Diego) – Design and engineering, cost of equipment, cost of installation, meter/data loggers, and associated equipment on-site – 10 percent bonus

Battery Charging Station Description	Project Description	Estimated Costs (equipment/ installation) ¹	Maximum Program Grant	Contractor Match/ Ineligible costs ²
New substation to receive existing 12KV distribution loop power, a 12KV to 4.16KV step down transformer, switchgear, concrete ductbank and cables, 14 battery charging locations, and 6 crane power assemblies with 2 outlets each	Electrical infrastructure for two all-electric heavy lift cranes deployed at the Tenth Avenue Marine Terminal, Port of San Diego	\$3,890,000	\$2,723,000	\$1,167,000
TOTALS		\$3,890,000	\$2,723,000	\$1,167,000
Total Contract Amount		\$2,723,000		

¹ The total project equipment cost **may include** charges for the following:

- Cost of design and engineering (i.e., labor, site preparation, Americans with Disabilities Act accessibility, signage), cost of equipment (e.g., charging/fueling units, electrical parts, energy storage equipment, materials), cost of installation directly related to the construction of the station, meter/data loggers.

² The total project cost **may not include** charges for the following:

- Existing station upgrade, fuel and energy costs, non-essential equipment hardware, operation cost (e.g., operational fees, maintenance, repairs, improvements, spare parts), extended warranty, insurance, data collection and reporting, grantee administrative costs, travel/lodging, employee training and salaries, legal fees, real estate property

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D. Overall Project Timing.

1. The new equipment must not have been purchased prior to the effective date of this Grant Agreement.
2. Contractor shall complete the activities as described in Section E and all new equipment shall be operational no later than April 10, 2024.
3. Contractor shall provide periodic Status Reports (Attachment A-2) as described in Section I. 1. The final Status Report is due no later than April 10, 2027.

E. Project Tasks. The major tasks that are to be performed to complete the installation are:

- Task 1: Final design for new equipment must be completed as soon as possible upon execution of this Agreement, but no later than August 31, 2022. All required permits/permit approvals and certifications, including CEQA documentation, for the new equipment must be submitted to the District prior to construction.
- Task 2: All equipment required for installation must be ordered within 30 days of completion of Task 1.
- Task 3: All necessary equipment required for installation must be procured, present on-site, and ready for installation by December 31, 2023. The project installation must comply with all applicable requirements of Electric Vehicle Infrastructure Training Program (EVITP) certification described in California Public Utilities Code section 740.20. The EVITP Certification Number of each certified technician that will install electric vehicle charging infrastructure or equipment must be provided to the District, unless the EVITP certification does not apply to the project.
- Task 4: Installation must begin within 10 days of completion of Task 3.
- Task 5: Equipment operational and installation complete within 90 days of Task 4, but no later than April 10, 2024.
- Task 6: Post-inspection by the District and submittal of an itemized invoice (Form 1) to the District upon completion of Task 5, but no later than May 31, 2024.

If any deadline contained in Task 1 through 5 cannot be met, the Contractor may request an extension in writing from the COR. Any change to a deadline must be approved by the COR in writing.

purchases/leases, performance bond costs, construction management, storm water plan costs, security costs, testing and soil sampling, and Hazardous materials (including permitting, handling and disposal)

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F. Project Personnel:

CONTRACTOR'S REPRESENTATIVE

AIMEE HEIM
PROGRAM DIRECTOR, GRANTS &
GOVERNMENT RELATIONS
3165 PACIFIC HIGHWAY
SAN DIEGO, CA 92101
(619) 686-6390
aheim@portofsandiego.org

G. Description of New Equipment.

Information contained within this section is based on the grant application submitted by the Contractor and will be verified by District staff.

1. Listed below is the new equipment to be funded through this Grant Agreement.

NEW EQUIPMENT					
Battery Charging Station Description	Name of Manufacturer	Year of Manufacture	Projected Annual Usage	% Operation in San Diego County	Projected Number of Vehicles Supported
New substation to receive existing 12KV distribution loop power, a 12KV to 4.16KV step down transformer, switchgear, concrete ductbank and cables, 14 battery charging locations, and 6 crane power assemblies with 2 outlets each	TBD	2022+	412,000 kWh	100%	2 cranes

Program Funds shall be used to acquire only the new equipment listed above, unless otherwise approved in writing by the COR.

2. Receipt of Program funding is contingent on the battery charging station project being complete, operational, and post-inspected by no later than May 31, 2024.
 - a. "Installed and operational" for a battery charging station project means that the customized equipment has been installed and an equipment refueling event has occurred to demonstrate that the system is operational.

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3. New equipment must be installed and operational at least three years prior to the compliance deadline specified by any existing regulation.
4. New equipment shall not be significantly modified or reconfigured in any way during the Agreement Term.
5. Contractor shall submit all required permits/permit approvals, and certifications, including CEQA documentation, for the new equipment. This documentation is required to be submitted to the District prior to construction.
6. For electric vehicle charging infrastructure, installation contractors must have the appropriate license classification as determined by the Contractors State License Board, and at least one electrician on each crew, at any given time, must hold an Electric Vehicle Infrastructure Training Program (EVITP) certification. One member of each crew may be both the electric vehicle charging infrastructure installation contractor and an EVITP-certified electrician. This subsection does not apply to: electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility, electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program, or single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet. This requirement is described in California Public Utilities Code section 740.20.
7. For installation of a charging port that supplies 25 kilowatts (kW) or more, at least 25 percent of the total electricians working on the crew for the Project, at any given time, must hold an EVITP certification. One member of each crew may be both the electric vehicle charging infrastructure installation contractor and an EVITP-certified electrician. This subsection does not apply to: electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility, electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program, or single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet. This requirement is described in California Public Utilities Code section 740.20.
8. Contractor shall monitor and ensure compliance with the specified annual usage.
9. The installation of the new equipment must be performed by a licensed contractor and must be completed in a manner such that it does not void the warranty provided by the manufacturer.
10. Equipment and parts must be new. Remanufactured or refurbished equipment and parts are not eligible.
11. Battery charger must be a level 2 and higher to support non-residential stations.
12. Battery charger must be certified by a Nationally Recognized Testing Laboratory (e.g., Underwriter's Laboratories, Intertek) located at <https://www.osha.gov/dts/otpc/nrtl/nrtllist.html>.
13. Equipment Warranty and Insurance and Uniform Commercial Code -1 Financing Statement:

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- a. Prior to execution of this Grant Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the Agreement Term as defined on the Signature Page, including all extensions, the insurance specified in Article X - Insurance Requirements, below. Contractor is responsible for securing warranty and maintaining insurance on the new equipment that is sufficient to repay the State's and/or District's investment in case of major damage to the new equipment at any time during the Agreement Term. The District must be listed as loss payee during the Agreement Term. Proof of insurance will be required prior to any payment of funds under this Grant Agreement and must be submitted to the District within 10 days of receiving new equipment. Proof of insurance will also be required when submitting annual Project status reports (Attachment A-2).
- b. The above new equipment shall be covered by full factory warranty lasting at least three years. Warranty documentation must be provided to the District. Warranty costs are not eligible for funding.
- c. In the event that the new equipment purchased under this Grant Agreement is in an accident, destroyed, stolen, or otherwise rendered permanently inoperable, the Contractor shall replace the new equipment with equivalent substitute equipment that, at a minimum, meets all Program requirements (including but not limited to, remaining in operating condition after initial installation) to fulfill the remainder of Contractor's obligation under this Grant Agreement. As an alternative, Contractor may return all or a portion of the Program grant funds.
- d. The District will file a Uniform Commercial Code -1 Financing Statement Form with the California Secretary of State listing the District as the secured party.

H. Equipment Maintenance.

1. Contractor shall ensure that the equipment will be maintained according to the manufacturer's specifications for the Agreement Term. This includes not tampering with the equipment. The Contractor shall provide or procure, at its expense, preventive maintenance and repair contracts or service contracts on the equipment acquired through this Grant Agreement. Such contracts shall be provided by the Contractor itself or by reputable companies generally known to have such expertise. The Contractor shall maintain a plan as to how this requirement will be met and this plan shall be available for District review within 15 days of District's request. The Contractor shall maintain a separate record on maintenance and repairs for each piece of equipment. The repairs performed on each piece of equipment shall be reported with the status report of the corresponding period (see Section I, Status Report Requirements, below).
2. For each battery charging station (and/or plug) included in this Grant Agreement, Contractor shall maintain a properly operating, non-resettable meter which accurately measures the electricity distributed (kWh) by the new equipment included in this Grant Agreement. If the meter(s) fails, the Contractor shall immediately notify the District, and remains responsible for validating any usage not recorded by the usage device. The Contractor must repair or replace the non-operating meter at the Contractor's cost.

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3. If the equipment is not functional, Contractor has 15 business days to report the problem to the District and shall exercise due diligence to ensure repairs are made as soon as practicable, with periodic updates to the District, to ensure that the new equipment is operational.

I. Status Report Requirements.

1. Contractor shall submit initial and annual Project status reports—contained in Attachment A-1 and A-2—to the District. These reports shall include updates on Project completion and implementation; documentation of operations; qualitative description of public and private uses; annual usage per station or charger; number of plug-in events; any unscheduled downtime (including duration of downtime and causes of downtime); hours of operation; proof of current certificate of insurance; and brief descriptions of equipment maintenance and repairs.
 - a. Contractor shall submit the initial Project status report (Attachment A-1) by **August 31, 2022**. This report shall provide updates on the status of the tasks required to complete the Project, including dates tasks were accomplished, remaining tasks to be completed, and the anticipated completion date of the project.
 - b. Contractor shall submit the remainder of the Project status reports (Attachment A-2) annually for the remainder of the Agreement Term. The first annual report will cover the 12-month period starting with the date the new equipment was placed into service, and each subsequent annual report will cover the next 12-month period.
 - c. The reporting requirements end with submission of the 3rd annual report, which is due no later than **April 10, 2027**.
2. Non-compliance with these reporting requirements may result in the District's on-site monitoring, and/or Termination for Default (Article VI, Termination, below).

J. Recordkeeping.

1. Contractor shall maintain records sufficient to provide information regarding annual hours of operation, annual usage, location of operations, invoices, general maintenance details, correspondence associated with the application, award, agreement, monitoring, enforcement, reporting requirements, and any other available information that may be deemed pertinent to the evaluation of the program for at least three years after the end of the Agreement Term specified on the Signature Page. Records shall be readily available and accessible to the District, CARB, or a designated representative upon request for the purposes of ongoing evaluations or auditing.
2. If this Grant Agreement is completely or partially terminated, the records relating to the work terminated and any work completed prior to termination shall be retained for a period of three years from the date of any resulting final settlement and shall be made available to the District, CARB, or a designated representative upon request.
3. Records which relate to appeals under the "Disputes" clause of this Grant Agreement, or litigation or the settlement of claims arising out of the performance of this Grant Agreement, shall be retained until such appeals, litigation, or claims have been disposed of, or three years

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after the end of the Agreement Term specified on the Signature Page, whichever is longer, and shall be made available to District, CARB, or a designated representative upon request.

- K. Air Pollution Control District Recognition. Recognition of District and Program funding for this Project shall be included in all reports and information packages produced for the Project. When practical, the District will supply a logo to be placed on the funded equipment to recognize District and/or Program funding in areas accessible to the general public.

**ARTICLE IV
COMPENSATION**

A. Payment Schedule.

1. Prior to submitting an invoice for payment under this Grant Agreement, the Contractor shall:
 - a. Ensure that the specified equipment was delivered, installed, is fully operational, and has been properly insured in accordance with Article X – Insurance Requirements, below;
 - b. Inspect and accept the Project and the costs of the equipment;
 - c. Ensure that the equipment is returned to full operational service and obtain required documentation including, but not limited to, permits and certifications;
2. Upon completion of the Project, Contractor shall submit an itemized invoice (Form 1) to the District. The invoice shall have sufficient supporting documentation including, but not limited to, the make, model, and serial numbers for the new equipment, equipment manufacturer's invoice, and the invoice from equipment installer (if applicable). An invoice shall be itemized to include enough detail to ensure that the District provides reimbursement only for eligible project costs, yet be clear and concise enough to be understandable. The District shall review the itemized invoice and only pay for eligible expenses up to the funding caps established by the Program Guidelines and this Grant Agreement. The Total Claim listed on the invoice (Form 1) shall not exceed the contract maximum specified on the Grant Agreement Signature Page.
3. The District shall issue a reimbursement check made out to the Contractor for the invoice eligible costs, not to exceed the full amount of the award, upon receipt of the items listed below and a successful post-inspection:
 - a. Invoice Form (Attachment – Form 1).
 - 1) Invoice Form must have the same or later date as the final invoice from the dealer and/or installer.
 - b. Copy of the final invoice from the dealer and/or installer and signed by the Contractor and the dealer/installer.
 - c. Proof of insurance (Certificate of Insurance).

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- 1) Certificate of Insurance must state "San Diego County Air Pollution Control District" as Loss Payee.
 - d. Proof of warranty on the new equipment from the dealer or manufacturer.
 4. Payment shall be made within 30 days of the invoice approval by the COR's supervisor, unless otherwise stated. Each invoice so approved and paid shall constitute full and complete compensation to Contractor for the work completed pursuant to this Grant Agreement.
 5. The District shall comply with all State and federal tax reporting requirements associated with the payment of Program funds to equipment owners and/or dealers. This may include requiring the submittal of tax information using federal tax Form W-9, and issuing a federal Form 1099 to the equipment owner receiving grant funds. The District shall also report the applicable tax information to the California Franchise Tax Board and federal Internal Revenue Service.
 - a. The District recommends that the Contractor consult with a professional tax advisor about possible tax implications.
 6. For projects where the Contractor must demonstrate that specific regulatory compliance requirements have been met, in order to receive funding, the District may not pay invoices until the Contractor has provided documentation that the requirements have been achieved. A Contractor may demonstrate this via a detailed letter signed by the equipment owner or legal representative or, if the regulation requires CARB (or the air district) to certify compliance, through CARB (or air district) certification. For more information, please refer to the applicable Program Guidelines.
- B. Conditions Prerequisite to Payments. The District may elect not to make a particular payment if any of the following exists:
1. Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to the District.
 2. Unauthorized Actions by Contractor. Contractor took any action pertaining to this Grant Agreement, which required District approval, without having first received said District approval.
 3. Default. Contractor was in default under any terms and conditions of this Grant Agreement.
- C. Availability of Funding. The District's obligation for payment of any Grant Agreement funds is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the District shall arise for payment unless funds are designated by the District and are made available for such performance.
- D. Disallowance. In the event the Contractor receives payment for services under this Grant Agreement which is later disallowed by the District, Contractor shall promptly refund the disallowed amount to the District on request, or at its option, the District may offset the amount disallowed from any payment due or to become due to Contractor under any Grant Agreement with the District.

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**ARTICLE V
DISPUTES**

Notwithstanding any provision of this Grant Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Grant Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative, or board authority to decide questions of law.

**ARTICLE VI
TERMINATION**

- A. Termination Due to Lack of Funding. The District shall have the right to terminate this Grant Agreement or reduce compensation proportionately upon 30 days written notice to Contractor in the event that federal, State, or District funding for this Grant Agreement ceases or is reduced prior to the ordinary expiration of the term of this Grant Agreement. Contractor shall not incur any additional expenses pursuant to this Grant Agreement during the 30-day notice period. In the event of reduction of funding for the Grant Agreement, the District and Contractor shall meet upon 10 days written notice by the District to renegotiate this Grant Agreement based upon the modified level of funding. In this case if no agreement is reached between the District and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Grant Agreement upon 10 days written notice of termination. In the event of termination of this Grant Agreement in accordance with the terms of this section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which the District may be entitled, for damages or otherwise, under the terms of this Grant Agreement. In the event of termination of this Grant Agreement pursuant to this section, in no event shall Contractor be entitled to any loss of profits on the portion of this Grant Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- B. Termination for Default.
1. The District may immediately suspend or terminate this Grant Agreement, in whole or in part, upon written notice to the Contractor where, in the determination of the District, the Contractor fails to comply with any material term of this Grant Agreement during the Agreement Term, either prior to or after the new equipment is placed into service. This includes, but is not limited to the following:
 - a. Failure to purchase the new equipment and place into service within the timeframe specified in Article III;
 - b. Submission of an invoice that fails to meet the program requirements;
 - c. Failure to allow an electronic monitoring device to be installed on equipment under this Grant Agreement or tampering with an installed device or data;

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- d. Misuse of vendors' payments;
 - e. Insufficient, incomplete, or faulty project documentation;
 - f. Failure to provide documentation or reports in a timely manner.
2. Upon termination, the District shall have the right to demand of Contractor the repayment to the District of any funds disbursed to the Contractor under this Grant Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Grant Agreement or the Program Guidelines. Contractor shall promptly refund any such funds upon demand.
- C. Termination for Convenience. The District may, by written notice stating the extent and effective date, terminate this Grant Agreement for convenience in whole or in part, at any time. The District shall pay the Contractor as full compensation for performance until such termination:
- 1. The unit or pro rata price for any delivered and accepted portion of the work;
 - 2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the District, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price;
 - 3. In no event shall the District be liable for any loss of profits on the resulting order or portion thereof so terminated.
- D. Remedies Not Exclusive. The District, CARB (as an intended third-party beneficiary), or a designated representative of the District or CARB, reserve the right to monitor and inspect the equipment, enforce the terms of this Grant Agreement, and pursue repayment of Program funds for non-compliance with the terms and conditions of this Grant Agreement or applicable State laws or regulations at any time during the Agreement Term as defined on the Signature Page. The District or CARB may also prohibit Contractor and specific equipment from participation in any future incentive programs. The rights and remedies of the District and CARB provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- E. No Implied Waiver. In no event shall any payment by the District constitute a waiver by the District of any breach of this Grant Agreement or any default, which may then exist on the part of the Contractor. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. The District shall have the right to demand of Contractor the repayment to the District of any funds disbursed to the Contractor under this Grant Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Grant Agreement or the Program Guidelines. Contractor shall promptly refund any such funds upon demand. The District may prohibit Contractor and specific equipment from participation in any future incentive programs. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Grant Agreement.

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**ARTICLE VII
COMPLIANCE WITH LAWS AND REGULATIONS**

- A. Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, city, and District laws and regulations, including all applicable federal, State, County, city and District labor and worker protection laws and regulations.
- B. Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the District, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of this Grant Agreement. The District reserves the right to reasonably request and review all such applications, permits, and licenses at any time during the Agreement Term as defined on the Signature Page.
- C. Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation, or marital status.
- D. Nondiscrimination. Contractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the District, from any exposure to Hazardous Materials generated or utilized in its performance under this Grant Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. Contractor shall not be liable to the District for the District's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating

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to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions, or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance, or other matter that: (1) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (2) is controlled, referred to, designated in or governed by any Environmental Laws; (3) gives rise to any reporting, notice, or publication requirements under any Environmental Laws, or (4) is any other material or substance giving rise to any liability, responsibility, or duty upon the District or Lessee with respect to any third person under any Environmental Laws.

- F. Debarment and Suspension. Contractor certifies that it, its principals, its employees, and its subcontractors:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
 4. Have not within a three-year period preceding this Grant Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

**ARTICLE VIII
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- A. Conflicts of Interest. Contractor presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of work required to be performed under this Grant Agreement. The Contractor shall not employ any person having any such interest in the performance of this Grant Agreement.
- B. Conduct of Contractor.
1. Contractor shall inform the District of all the Contractor's interests, if any, which are or which the Contractor believes to be, incompatible with any interests of the District.
 2. The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from

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individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Grant Agreement.

3. The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the District.
- C. Prohibited Agreements. Contractor certifies that it is not, and will not subcontract with, any of the following:
1. Persons employed by the District; or
 2. Profit-making firms or businesses in which employees employed by the District serve as officers, principals, partners, or major shareholders; or
 3. Persons who, within the immediately preceding twelve months came within the provisions of the above sub-sections and who: (a) were employed in positions of substantial responsibility in the area of service to be performed by the Grant Agreement, or (b) participated in any way in developing the Grant Agreement or its service specifications; or
 4. Profit-making firms or businesses in which the former employees described in sub-section 3 above, serve as officers, principals, partners, or major shareholders.

**ARTICLE IX
INDEMNITY AND RESPONSIBILITY FOR EQUIPMENT**

- A. Indemnity. The District and CARB shall not be liable for, and Contractor shall defend and indemnify the District and CARB, and the employees and agents of the District and CARB (collectively "Indemnified Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Grant Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Contractor or its contractors, licensees, agents, servants, or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of Indemnified Parties. Contractor shall have no obligation, however, to defend or indemnify Indemnified Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of an Indemnified Party.
- B. Responsibility for Equipment. The Contractor shall not hold the District or CARB responsible nor shall the District or CARB be held liable for any damage to person or property resulting from the use, misuse, or failure of any equipment by Contractor, its agents, employees, third party independent contractors or permissive users, even if such equipment is furnished, rented, or loaned to Contractor by the District. Contractor accepts full responsibility for and agrees to defend, exonerate, indemnify, and hold harmless the District and CARB from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment whether such damage be to the employee or property of Contractor, the District, CARB, or of any other persons. Equipment includes, but is not limited to the engines, equipment, or vehicles and any associated accessories purchased for use with the equipment.

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**ARTICLE X
INSURANCE REQUIREMENTS**

- A. Insurance Requirements for Contractors. Without limiting Contractor's indemnification obligations to the District, within 10 working days of the inception of the Grant Agreement, Contractor shall submit to District certificates of insurance and appropriate endorsements to the actual insurance policy, evidencing that the Party has obtained for the period of the Agreement, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by the District.
1. Property Insurance for full replacement cost of all real property with no coinsurance penalty provision. Coverage shall be all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Contractor's merchandise, fixtures owned by Contractor, any items identified in the Contract as improvements to the Premises constructed and owned by Contractor. The policy shall provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment and provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit and installation.
 - a. Coverage shall include vehicles and equipment or other items specifically identified in this Agreement.
 - b. The Insurance Policy shall name San Diego County Air Pollution Control District as Loss Payee.

Certificates of insurance provided by the Contractor must evidence that the insurer providing the policy will not cancel the policy without written notice of cancellation to the District.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

As a requirement of this Agreement, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the District.

The District shall retain the right to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. The District retains the right to demand a certified copy of any insurance policy required herein after 15 days' notice. Proof of insurance will also be required when submitting annual Project status reports (Attachment A-2).

**ARTICLE XI
INSPECTION OF WORK**

- A. Subject to Inspection. All work performed subject to this Grant Agreement shall be subject to inspection and test by the District, CARB, or the designated representative of the District or CARB, at

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all times during the term of this Grant Agreement. Contractor shall cooperate with any inspector assigned by the District or CARB to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Grant Agreement or the Program Guidelines. The District shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

B. Inspector Safety.

1. It is the responsibility of the equipment owner to ensure that the location selected for project inspection is safe for District staff to visit, and meets all Cal OSHA requirements that are applicable to the relevant industry. If an inspection is being scheduled for a location that has potential safety hazards or specific safety procedures, the individual coordinating the inspection must inform the District staff/inspector of these conditions and safety procedures in advance of the inspection. The individual coordinating the inspection shall have a contact on-site who will review any potential safety hazards with the inspector prior to the site visit and who will escort the inspector throughout their time on-site.
2. Unsafe conditions for project inspections can be caused by:
 - Physical hazards
 - Chemical hazards
 - Mechanical hazards
 - Utility hazards
 - Workplace conditions/environment
3. District staff members have been instructed to leave the site immediately if they feel unsafe at an inspection location. Failure to provide a safe location for a grant inspection can result in delays to the project and payment schedule, and will result in the loss of grant funds if staff is unable to conduct the required inspections.

- C. Specification and Requirements. If any work performed by Contractor does not conform to the requirements of this Grant Agreement or the Program Guidelines, the District may require Contractor to re-perform the work and comply with the terms of this Grant Agreement or Program Guidelines, at no additional cost, and the District may withhold payment for work pursuant to the Grant Agreement until Contractor correctly performs.

**ARTICLE XII
USE OF DOCUMENTS AND REPORTS**

- A. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Grant Agreement, which the District requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.
- B. Publication, Reproduction, or Use of Materials. No material produced, in whole or in part, under this Grant Agreement shall be subject to copyright in the United States or in any other country. The District shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant Agreement. All reports, data and other

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materials prepared under this Grant Agreement shall be the property of the District upon completion of this Grant Agreement.

**ARTICLE XIII
OWNERSHIP**

District and Contractor agree that ownership of the equipment that is involved in this Grant Agreement is with the Contractor, or its designee that has been approved by the District and has entered into a novation of this Grant Agreement with the District. The District shall be listed as “loss payee” on the insurance policy for the equipment involved in this Grant Agreement.

**ARTICLE XIV
GENERAL PROVISIONS**

- A. Assignment and Subcontracting. Contractor may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party without the express prior consent of the District. If the original owner of the specified equipment chooses to sell the equipment for any reason, or is required to replace the equipment with cleaner equipment prior to the end of the Agreement Term, the Contractor shall notify the District and receive prior written consent for the transaction from the District. Prior to completing the transaction, the Contractor understands that it is its responsibility to inform the party purchasing the equipment of the Grant Agreement provisions and disclose the remaining Grant Agreement Term. The Contractor shall be responsible for ensuring that the new owner enters into a novation of this Grant Agreement with the District in order to facilitate the transfer of the Grant Agreement provisions and their enforceability against the new owner. The Contractor shall provide the prospective new owner with valid contact information for the District so the new owner can obtain a novation of this Grant Agreement. Contractor understands that it shall not be relieved of its legal obligation to fulfill the conditions of this Grant Agreement unless the new owner has assumed responsibility through an executed novation of this Grant Agreement.
- B. Repayment of Grant Funds for Failure to Complete Project. Contractor shall repay the funds disbursed under this Grant Agreement on a prorated basis for selling, retiring, scrapping, or removing any equipment from service without prior District approval and prior to completion of the requirements specified in Article III of this Grant Agreement. The District may waive such repayment if it determines at its sole discretion that Contractor’s failure to complete the Project was due to events reasonably beyond the Contractor’s control.
- C. Contingency. This Grant Agreement shall bind the District only when signed by the Air Pollution Control Officer, or his designee.
- D. Entire Agreement. This Grant Agreement, together with all sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from the District, are superseded.

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- E. Sections and Attachments. All sections and attachments referred to herein are attached hereto and incorporated by reference. In the event that the terms of this Grant Agreement conflict with any of the terms in any attachment hereto, the terms of this Grant Agreement shall take precedence.
- F. Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Grant Agreement and the intentions of the parties.
- G. Governing Law. This Grant Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- H. Headings. The article captions, clause and section headings used in this Grant Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- I. Modifications; Waivers. Except as otherwise provided in Article II, "Grant Agreement Administration," above, no modification, waiver, amendment or discharge of this Grant Agreement shall be valid unless the same is in writing and signed by both parties.
- J. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Grant Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Grant Agreement and that, in construing this Grant Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- K. No Other Inducement. The making, execution, and delivery of this Grant Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- L. Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested. Notices shall be addressed to the Contractor's Representative at the address specified on the Grant Agreement Article III and/or the COR at the address specified on the Grant Agreement Signature Page. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail.
- M. Severability. If any term, provision, covenant, or condition of this Grant Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Grant Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by law.
- N. Successors. Subject to the limitations on assignment set forth in paragraph A above, all terms of this Grant Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- O. Time. Time is of the essence of each provision of this Grant Agreement.

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- P. Force Majeure. It is understood that the District, CARB, and the Contractor are not liable for delay or failure in performance resulting from acts beyond their control.
- Q. Time Period Computation. All periods of time referred to in this Grant Agreement shall include all Saturdays, Sundays, and State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or State or national holiday.
- R. Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Grant Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- S. Audit. The District, CARB, or designated representative(s) of the District or CARB reserve the right to perform fiscal audits of the project and/or to inspect equipment and documentation and enforce the terms of this Grant Agreement at any time during the Agreement Term.
- T. No Financial Third-Party Beneficiaries. Notwithstanding anything else stated to the contrary herein, it is understood that Contractor's services and activities under this Grant Agreement are being rendered only for the benefit of the District, and no other person, firm, corporation, or entity shall be deemed an intended financial third-party beneficiary of this Grant Agreement. However, CARB, as an intended third-party beneficiary, reserves the right to enforce the terms of this Grant Agreement at any time during the term to ensure emission reductions are obtained.
- U. Electronic Signatures. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall have the same legal effect and enforceability as a manually executed signature or the use of a paper-based record keeping system, to the extent provided for in the Uniform Electronic Transaction Act ("UETA") Civil Code Section 1633.1 – 1633.17.

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SIGNATURE PAGE

EFFECTIVE DATE: The Effective Date of this Grant Agreement shall be the latest date set forth in the signature lines below.

AGREEMENT TERM: The Agreement Term of this Grant Agreement shall start on the Effective Date and end the earlier of 1) May 31, 2027, or 2) one month after the project implementation and reporting requirements are completed. The project shall be completed and become operational no later than April 10, 2024, with project implementation and reporting requirements continuing until the earlier of 1) April 10, 2027, or 2) submission of three completed annual reports.

COMPENSATION: The District agrees to pay Contractor a sum not to exceed TWO MILLION, SEVEN HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$2,723,000). The maximum contract amount shall not exceed the maximum percentage of total allowable costs eligible for Program funding.

COR: The District has designated the following individual as the Contracting Officer's Representative (COR):
Heidi Gabriel-Pack, 10124 Old Grove Rd, San Diego, CA 92131
Tel No: (858) 586-2718 and Fax No: (858) 586-2601
Email address: Heidi.Gabriel-Pack@sdapcd.org

CONTRACTOR'S REPRESENTATIVE

The Contractor's Representative, Aimee Heim, shall review all contract documents and return one electronically signed copy to the District. Once the contract is fully executed, an electronically signed copy will be sent to the Contractor.

DISCLOSURE OF FUNDS

By signing below, Contractor certifies that Contractor has disclosed all funding sources it has applied for or received for the equipment specified in this Grant Agreement, including but not limited to, funding sources from other districts or CARB, and that the Contractor will notify the District of additional sources of funding received for the total cost of the equipment specified in this Grant Agreement, including any sources that become available after contract execution. Failure to comply with these disclosure requirements may disqualify applicants from funding for the equipment specified in this Grant Agreement, as well as submittal of applications for future incentive program solicitations.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates written below.

FOR CONTRACTOR:

FOR THE DISTRICT:

By: _____
 AIMEE HEIM, PROGRAM DIRECTOR
 GRANTS & GOVERNMENT RELATIONS
 SAN DIEGO UNIFIED PORT DISTRICT

 PAULA FORBIS, Air Pollution Control Officer

Date: _____

APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL BY: _____ SENIOR DEPUTY
--

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ATTACHMENT A-1 – Initial Status Report**

Reporting Period: ☐ Initial Report covering ___ through ___; due August 31, 2022

Status of the tasks required to complete the project:

Task 1: Final design for new equipment completed no later than August 31, 2022. All required permits/permit approvals and certifications, including CEQA documentation, for the new equipment must be submitted to the District prior to construction.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date: _____

Task 2: New equipment ordered within 30 days of completion of Task 1.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date: _____

Task 3: All necessary equipment required for installation must be procured, present on-site, and ready for installation by December 31, 2023. The project installation will comply with all applicable requirements of EVITP certification described in California Public Utilities Code section 740.20.

☐ EVITP Certification Number of each certified technician that will install electric vehicle charging infrastructure or equipment: _____

☐ EVITP certification does not apply to the project because of the following reason: _____

☐ Equipment ready for installation – Date Completed: _____

☐ Equipment still on order – Anticipated Completion Date: _____

Task 4: Installation must begin within 10 days of completion of Task 3.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date: _____

Task 5: Equipment operational and installation complete within 90 days of Task 4, but no later than April 10, 2024.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date: _____

Task 6: Post-inspection by the District and submittal of an itemized invoice (Form 1) after completion of Task 5, but no later than May 31, 2024.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date: _____

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ATTACHMENT A-1 – Initial Status Report**

I, the undersigned, certify that all equipment referenced in this report operated in accordance with the signed Grant Agreement and that all information contained in this report is true and accurate.

Signature: _____ Date: _____

Name and Title: AIMEE HEIM, PROGRAM DIRECTOR, GRANTS & GOVERNMENT
RELATIONS

Contractor: SAN DIEGO UNIFIED PORT DISTRICT

Contractor Address: 3165 PACIFIC HIGHWAY, SAN DIEGO, CA 92101

Contractor Phone: (619) 686-6390

Contractor Email: aheim@portofsandiego.org

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ATTACHMENT A-2 – Annual Status Report**

Report # of 3

Reporting Period: ☐ Annual Report covering _____ through, _____; due each year on the last day of _____.
(date new equipment operational) (one year after new equipment operational) (month new equipment operational)
 Email reports to cleanairgrants@sdapcd.org and Heidi.Gabriel-Pack@sdapcd.org

EQUIPMENT USAGE						
Application #	Battery Charging Station Name/ Number	Equipment Make & Model	Equipment Serial Number	Number of Plug-in Events	Electricity Meter Reading (kWh)	Number of Vehicles Supported
APCD2022-INFR-0003						

****You must attach proof of current certificate of insurance for each of the equipment listed above.****

Use the section below to provide comments and updates on project completion or implementation; qualitative description of public and private uses; any unscheduled downtime (including duration and causes of downtime); hours of operation; descriptions of any equipment maintenance and/or repairs; and description of any conditions (such as weather, permits, major maintenance, etc.) that significantly impacted project usage:

I, the undersigned, certify that all equipment referenced in this report operated in accordance with the signed Grant Agreement and that all information contained in this report is true and accurate.

Signature: _____ Date: _____
 Name and Title: AIMEE HEIM, PROGRAM DIRECTOR, GRANTS & GOVERNMENT RELATIONS
 Contractor: SAN DIEGO UNIFIED PORT DISTRICT
 Contractor Address: 3165 PACIFIC HIGHWAY, SAN DIEGO, CA 92101
 Contractor Phone: (619) 686-6390
 Contractor Email: aheim@portofsandiego.org

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Form 1: Invoice Form

Please mail completed form to:

San Diego County Air Pollution Control District
10124 Old Grove Road
San Diego, CA 92131
Attn: Heidi Gabriel-Pack

Invoice Number:	
Date:	

Contractor Name: SAN DIEGO UNIFIED PORT DISTRICT
Address: 3165 PACIFIC HIGHWAY, SAN DIEGO, CA 92101

Telephone #: (619) 686-6390
Email Address: aheim@portofsandiego.org

Date	Equipment Serial Number (List each separately)	Model Year	Model Number	Amount Paid	Grant Amount
(Attach additional sheets if necessary)					
Total Claim					

If you have any questions, please contact Heidi Gabriel-Pack at (858) 586-2718 or
Heidi.Gabriel-Pack@sdapcd.org

FOR DISTRICT USE ONLY

APPROVAL TO PAY	
CONTRACT NUMBER:	_____
AMOUNT:	_____
INSPECTION DATE:	_____
OK TO PAY	
OK TO PAY	
Pay From:	