

ATTACHMENT 1
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROGRAM
GRANT AGREEMENT

This Grant Agreement, EVC119-1, is dated February 12, 2019, and is entered into by and between the Ventura County Air Pollution Control District, hereinafter referred to as either "GRANTOR" or "APCD," and the County of Ventura, hereinafter referred to as "GRANTEE." Collectively, APCD and GRANTEE are sometimes referred to as the "parties."

RECITALS

WHEREAS, APCD is a county air pollution control agency with the primary statutory responsibility for preparing and implementing the Air Quality Management Plan to achieve and maintain federal and state ambient air quality standards in the County of Ventura as mandated by the Clean Air Act Amendments of 1990 (hereinafter the "Act") and the California Clean Air Act (Health & Safety Code § 39000 et seq.);

WHEREAS, GRANTEE has submitted a Grant Proposal (Exhibit A) to APCD describing GRANTEE's proposed project to install one charging station for plug-in electric vehicles for the purpose of reducing motor vehicle air pollution;

WHEREAS, GRANTEE represents that it is able to timely perform and accomplish all of its obligations stated in this Grant Agreement; and

WHEREAS, APCD has reviewed GRANTEE's Grant Proposal, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference, describing its proposed project to install one dual (with two charging cords) operational Level 2 Electric Vehicle (EV) charging station ("Project"), and APCD has decided to provide funding to GRANTEE for the Project in an amount not to exceed \$8,072 for GRANTEE's acquisition of Project-related EV charging equipment pursuant to the terms and conditions of this Grant Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions listed below, it is hereby agreed between APCD and GRANTEE as follows:

AGREEMENT

1. GRANTEE's Execution of Grant Agreement

GRANTEE must duly execute and return this Grant Agreement to the APCD's Air Pollution Control Officer by no later than March 12, 2019 in order to receive the grant funding described herein for the Project pursuant to the terms and conditions of this Grant Agreement.

2. GRANTEE Responsible for Project

APCD's sole obligation under this Grant Agreement is to provide grant funding to GRANTEE for the purpose of GRANTEE's implementation of its Project. GRANTEE, its agents and contractors shall be solely responsible for designing, constructing, operating and maintaining the Project, including by furnishing all labor, materials, equipment, and by obtaining and abiding by all required licenses, permits, approvals and other required legal authorizations from all applicable federal, State, and local jurisdictions, including but not limited to by complying with all requirements of the California Environmental Quality Act in approving and implementing the Project.

3. Project Completion and Duration

- a. By no later than March 12, 2020, GRANTEE shall confirm to APCD that the Project has been completed and is fully operational, and GRANTEE shall provide APCD with copies of the final Project invoices for which GRANTEE requests funding hereunder. This deadline may be extended, but only if mutually agreed upon by the parties, by amending this Grant Agreement pursuant to Section 11 below.
- b. GRANTEE and/or its authorized agents must own, operate, and maintain the Project's electrical vehicle charging station for a minimum of six years following Project completion.

4. Project Implementation

- a. GRANTEE and/or its authorized agents shall design, construct, install, operate and maintain the Project as described in Exhibit A hereto, consisting of one operational (dual cords) Level 2 EV charging station at 2810 Harbor Blvd, Oxnard. The station shall be easily accessible to the public and shall have a device to limit its use to authorized public users such as a keypad or other device.
- b. GRANTEE shall provide the APCD, in the space indicated below GRANTEE's signature line of this Grant Agreement, with its Federal Tax ID Number upon its execution of this Grant Agreement.

5. Grant Funding and Payments; Limitation of GRANTEE Liability

- a. The grant funding provided by APCD to GRANTEE hereunder shall not exceed \$8,072, and shall be in the form of reimbursement payments from APCD to GRANTEE for Project-related EV charging equipment acquisition and installation costs that GRANTEE has actually incurred or has agreed to incur. The grant funding shall not be available for any other Project-related costs or expenses including but not limited to project design, installation, construction, maintenance or operation.
- b. GRANTEE shall submit all itemized Project invoices to APCD for which grant funding is requested. APCD shall remit grant funding payment to GRANTEE only after APCD has verified GRANTEE's complete and successful installation of the Project.
- c. Except with regard to GRANTEE's liability arising out of Section 8 below (Indemnification and Hold Harmless), GRANTEE's total liability to APCD for any and all noncompliance with, or default or breach of, the terms and conditions of this Grant Agreement shall be limited to, as APCD's sole and exclusive remedy, GRANTEE's obligation to repay to APCD the total amount of grant funding that APCD has provided to GRANTEE hereunder as of the date of the default or breach.

6. Grant Reporting and Project Milestones

GRANTEE shall promptly notify the APCD in writing when each of the following Project milestones occurs:

- a. When the EV charging equipment is ordered,
- b. When the EV charging equipment is delivered,

- c. When the EV charging equipment is installed,
- d. When the EV charging station have been issued all required permits allowing for operation by the public.

In addition, GRANTEE shall provide APCD with annual written confirmation, the first issued no later than February 1 of the calendar year following Project completion and no later than February 1 of each subsequent year thereafter, of GRANTEE's and/or its agent's continuing ownership and operation of the EV charging station for six years following Project completion.

7. On-Site Inspection, Audits, and Records Retention

- a. APCD and its designated agents shall have the right to review and copy any records and supporting documentation pertaining to GRANTEE's performance of its obligations hereunder, including but not limited to GRANTEE's Project-related contracts for which GRANTEE seeks reimbursement hereunder and any related subcontract, as well as any programmatic, fiscal records and documentation regarding the Project. GRANTEE shall maintain such records for possible audit until December 31, 2025. GRANTEE shall allow the auditor(s) access to such records upon reasonable advanced notice during normal business hours.
- b. APCD and its designated agents shall have the right to inspect the EV Charging Station funded by this Grant Agreement upon reasonable advanced notice during GRANTEE's normal business hours; provided, however, APCD shall not be entitled to inspect the EV Charging Station more frequently than twice during any calendar year.

8. Indemnification and Hold Harmless

GRANTEE shall defend (at APCD's request), indemnify, and save harmless APCD and its boards, agencies, departments, officers, employees, agents, and volunteers (hereinafter collectively referred to as "APCD"), from and against any and all claims, lawsuits, judgments, debts, demands, and liability, brought for or on account of, or to the extent resulting from or arising out of, GRANTEE's performance of any of its obligations hereunder, unless the same be caused by the sole negligence of APCD.

9. Notices

All notices referenced in or provided pursuant to this Grant Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the parties may from time to time designate in writing:

GRANTEE: County of Ventura	APCD
Mark Sandoval, Harbor Director	Danny McQuillan, Ventura County APCD
3900 Pelican Way, Oxnard, CA 93035-4367	669 County Square Drive, Ventura, CA 93003

10. Waivers

The waiver by either party to this Grant Agreement of any term, covenant or condition of this Grant Agreement or of any provision, ordinance or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, provision, ordinance or law, or of any subsequent breach or violation of the same, or of any other term, covenant, condition, provision, ordinance or law.

11. Amendments

This Grant Agreement may only be amended in writing duly executed by both parties.

12. Assignment

GRANTEE shall not assign or transfer any interest in this Grant Agreement or any funds payable hereunder unless approved in writing by APCD.

13. Grant Agreement Integrated


This Grant Agreement represents the entire and integrated agreement between APCD and GRANTEE regarding the subject matter hereof and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Grant Agreement, which is not contained herein, shall be valid or binding.

Ventura County Air Pollution Control District



Michael Villegas
Air Pollution Control Officer

County of Ventura



Name: Mark Sandoval
Title: Harbor Director

Federal Tax ID Number: 95-6000944

Date: 3-12-2019

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