

**Memorandum of Understanding (MOU) between Ventura County
Regional Energy Alliance (VCREA) and the County of Ventura on Behalf
of its General Services Agency (GSA) to Participate in the Ventura
County Electric Vehicle (EV) Ready Blueprint
(Grant Agreement ARV-20-009)**

This MOU is made effective September 14, 2021, by and between VCREA and GSA.

WHEREAS, the state of California has a goal of 5 million zero emission vehicles on the roads by 2030 and 250,000 EV charging stations by 2025; and

WHEREAS, in 2019, VCREA developed the Ventura County EV Ready Blueprint that includes 49 implementation projects and has a goal to accelerate the deployment of electrified transportation within the Ventura County Region; and

WHEREAS, VCREA applied for a Clean Transportation Program Grant to implement five projects described in the Ventura County EV Ready Blueprint, which includes GSA Fleet Services' Electric Remote Motor Pool Expansion proposal to implement their Strategy for EV transition by expanding EV offerings at three remote motor pool locations; and

WHEREAS, the California Energy Commission selected VCREA to receive a Clean Transportation Program Grant award and has executed a grant agreement with VCREA, the administrative lead; and

WHEREAS, GSA, as a subcontractor, will implement their Electric Remote Motor Pool Expansion proposal in coordination with VCREA staff; and

WHEREAS, GSA will receive \$1,052,890 in funding from the Clean Transportation Project Grant to implement their Electric Remote Motor Pool Expansion and GSA has committed to providing \$323,267 in match funding; and

WHEREAS, included in the \$1,052,890 funding from the Clean Transportation Project Grant is \$103,341 for procuring a plug-in hybrid minivan and a solar BEAM EV Arc to service the procured plug-in hybrid minivan for a local community-based organization; and

WHEREAS, the MOU has an approximate three-year term and is set to expire on June 30, 2024.

NOW, THEREFORE, in consideration of the mutual duties set forth in the Scope of Work (Attachment A) and Grant Agreement ARV-20-009 (Attachment B), the parties agree that the purpose and intent of this agreement is to set forth the mutual responsibilities involving VCREA and the GSA as outlined:


1. VCREA will be responsible for and will:
 - a. Coordinate activities of the Ventura County EV Ready Blueprint implementation based on the approved scope of work for Grant Agreement ARV-20-009.
 - b. Consult with the GSA on an as-needed basis.

- c. Prepare monthly, semiannual, and final reports.
- d. Prepare invoicing material needed for California Energy Commission reporting.
- e. Develop County of Ventura EV Outreach Plan.

2. GSA will be responsible for and will:

- a. Provide narrative and data to incorporate into monthly reports, as needed.
- b. Provide records and other required documentation to comply with monthly invoice templates, as needed.
- c. Procure and install at least nine dual connector chargers with solar canopies capable of supporting dual connector chargers adequate to serve motor pool vehicles based on needs and site assessments.
- d. Procure a minimum of eighteen appropriate EVs to be positioned at three County of Ventura motor pool locations.
- e. Procure a plug-in hybrid minivan or equivalent vehicle for the Mixteco Indigena Community Organizing Project (MICOP) and procure a solar BEAM EV Arc to service the purchased plug-in hybrid minivan and ensure that service is adequate for the procured vehicle.
- f. Submit Assembly Bill (AB) 841 Certification signed by GSA authorized representative and Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVVIP certified electrician, if applicable.
- g. Assist VCREA in the development County of Ventura EV Outreach Plan.
- h. Prepare Final Utilization Report for the EV offerings at the three remote motor pool locations.
- i. Follow Grant Agreement ARV-20-009 (Attachment B), approved by the California Energy Commission, to assist with implementing projects and developing material for key deliverables set out in Attachment A: Task 7 Scope of Work.


Sue Hughes
Executive Director
Ventura County Regional Energy Alliance


David Sasek, P.E.
Director
County of Ventura General Services Agency

Attachment A

TASK 7 SCOPE OF WORK

The Ventura County Regional Energy Alliance (VCREA) and the County of Ventura on behalf of its General Services Agency (GSA) are working together to implement the Ventura County Electric Vehicle (EV) Ready Blueprint with the goal to accelerate the deployment of electrified transportation within the Ventura County Region. Specifically, GSA will implement their Strategy for EV Transition (Task 7) and quickly deploy EVs into the highest utilization locations in a cost-effective fashion.

PARTNER RESPONSIBILITIES

- Procure and install at least nine dual connector chargers with solar canopies capable of supporting dual connector chargers adequate to serve the vehicles based on needs and site assessments, and in conformance with all applicable laws and regulations, including obtaining any necessary permits, prior to vehicle procurement.
- Procure a minimum of eighteen appropriate EVs to transition the County of Ventura motor pool. Recipient must use its own established procurement procedures while adhering to all applicable state and local laws and the terms and conditions of Grant Agreement ARV-20-009.
- Procure a plug-in hybrid minivan or equivalent vehicle for the Mixteco Indígena Community Organizing Project (MICOP) and procure a solar BEAM EV Arc to service the purchased plug-in hybrid minivan and ensure that service is adequate for the procured vehicle.
- Submit an AB 841 Certification that certifies the project has complied with all Assembly Bill (AB) 841 (2020) requirements specified in Exhibit C or describe why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Utilize vehicle telematics and reports to monitor the utilization of the vehicles and charging infrastructure.
- Assist in developing the County Outreach Plan describing how County staff will be trained in use of the EVs and the chargers, as well as how the telematics will be used to monitor vehicles and chargers.
- Assist in conducting outreach to County staff introducing them to the new EVs and chargers and their benefits.
- Write Final Utilization Report.

PARTNER DELIVERABLES

- AB 841 Certification signed by Recipient's authorized representative, if applicable
- EVITP Certification Numbers of each EVITP certified electrician, if applicable
- County Outreach Plan
- Final Utilization Report

COMPENSATION SCHEDULE

GSA compensation will not exceed \$1,052,890. A 10 percent retention amount of \$94,955 will be retained by VCREA until the Grant Agreement term ends on June 30, 2024 and the California Energy Commission authorizes the release of the retention.

TERM

- MOU is effective from September 14, 2021 to June 30, 2024.
- MOU will be consistent with California Energy Commission Grant Agreement ARV-20-009, Exhibit A Scope of Work, Exhibit Bb County of Ventura GSA Budget, Exhibit C General Terms and Conditions, and Exhibit D Special Terms and Conditions approved by the California Energy Commission (Attachment B). GSA will assist with implementing projects and developing material for key deliverables set out in the Attachment A: Scope of Work. The MOU will be based on the grant terms and funding of Electric Vehicle Ready Communities Phase II – Blueprint Implementation GFO-19-603.

1. SPECIAL INSTRUCTIONS

1. GSA agrees to accept \$1,052,890 in funding from the Clean Transportation Project Grant to 1) procure and install at least nine dual connector chargers with solar canopies capable of supporting dual connector chargers adequate to serve a minimum of eighteen EVs; 2) procure a minimum of eighteen Ventura County motor pool EVs; and 3) a plug-in hybrid minivan and a solar BEAM EV Arc to service the procured plug-in hybrid minivan.
2. GSA accepts the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Task 7 award amount of \$1,052,890. After all grant agreement tasks have been completed in June 2024, VCREA will submit a completed payment request form requesting release of the retention. Once California Energy Commission authorizes the release of the retention, VCREA will then reimburse GSA 10 percent of the total Task 7 award amount or \$94,955.
3. GSA agrees to provide \$323,267 in match funding to procure at least nine dual connector chargers with solar canopies capable and a minimum of eighteen Ventura motor pool EVs.
4. Termination. Either Party hereto may terminate this MOU without cause for any reason by providing 10 days written notice to the other party involved. Any such termination shall be without penalty or any other payment. However, GSA will be paid for all work provided and equipment purchased to the date of termination, as long as such work meets the terms and conditions of this MOU. On completion or termination of this MOU, VCREA will be entitled to immediate possession of and GSA will furnish on request, all plans and other pertinent

data gathered or computed by GSA for this particular MOU prior to any termination. GSA may retain copies of said original documents for Subcontractor's files. GSA hereby expressly waives any and all claims for damages or compensation arising under this MOU except as set forth in this paragraph in the event of such termination.

5. **Default.** If GSA defaults in the performance of any material term or condition of this MOU, GSA must cure that default by a satisfactory performance within 10 days after receipt of written notice of the default. If GSA fails to cure the default within that time, then VCREA may terminate this MOU without further notice. Upon termination, GSA will be paid for all work provided and equipment purchased to the date of termination, as long as such work meets the terms and conditions of this MOU.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 4.

6. **Non-Discrimination**

General. No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this MOU.

Employment. GSA will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this GSA. GSA's personnel policies will be made available to VCREA upon request.

7. **Standard of Performance.** GSA and their employees, in the performance of VCREA's work under Grant Agreement ARV-20-009 shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the grant recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Commission Agreement Manager (CAM), shall be borne in total by GSA and not VCREA. The failure of a project to achieve the performance goals and objectives stated in the Scope of Work is not a basis for requesting re-performance unless the work conducted by GSA is deemed by VCREA to have failed the foregoing standard of performance.

In the event GSA fails to perform in accordance with the above standard:

- 1) GSA will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. GSA shall work any overtime required to meet the deadline for the task at no additional cost to VCREA;
- 2) VCREA shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

- 3) VCREA shall have the option to direct GSA not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event VCREA directs GSA not to re-perform a task, the Energy Commission and VCREA shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which VCREA may have under law.

8. **Retention of Records.** The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

9. **Audits.** Upon written request from the VCREA, GSA shall provide detailed documentation of all expenses at any time throughout the project. In addition, VCREA agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies VCREA, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, VCREA agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. VCREA agrees to include a similar right to audit in any subcontract.

Grant recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

10. **Public Works - Payment of Prevailing Wages. Generally Required by Law.** Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, GSA as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not

limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

- a. Proceed on the assumption that the project is a public work and ensure that:
 - o prevailing wages are paid; and
 - o the project budget for labor reflects these prevailing wage requirements; and
 - o the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;or,
- b. Timely obtain a legally binding determination from California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California DIR and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If GSA is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California DIR or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If GSA does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the VCREA is executed, the GSA shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. GSA shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. GSA shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. GSA shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Budget. GSA's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, GSA may wish to contact the California DIR or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, GSA may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If GSA has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that GSA consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. GSA shall certify to VCREA on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the

payment request and that the GSA and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, GSA shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, GSA shall submit to VCREA the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, GSA shall have no right to any funds under Grant Agreement ARV-20-009, and VCREA shall be relieved of any obligation to pay said funds.

11. **Assembly Bill 841 (2020).** By signing Grant Agreement ARV-20-009, GSA as a material term of the Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install EV charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the Energy Commission is applying the EVITP certification requirements to project work funded under Grant Agreement ARV-20-009, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to Grant Agreement ARV-20-009 means that all EV charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- 1) EV charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
 - 2) EV charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
 - 3) Single-family home residential EV chargers that can use an existing 208/240-volt outlet.
12. Time is of the essence in the performance of this contract. Continuation of the MOU is subject to the appropriation of funds for such purpose by the VCREA Board of Directors. If funds to affect such continued payment are not appropriated, VCREA may terminate this project as thereby affected and GSA will relieve the VCREA of any further obligation, therefore.