

**TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT BETWEEN  
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
AND  
CITY OF SAN PABLO**

**WCCTAC TFCA Project 19CC01-EV01**

This AGREEMENT is made and entered into as of December 1, 2018, (the "Effective Date") by and between the West Contra Costa Transportation Advisory Committee ("WCCTAC"), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and the City of San Pablo, a municipal corporation.

WCCTAC and the City of San Pablo ("Agency") shall sometimes be referred to collectively herein as the "Parties" and individually as a "Party."

**RECITALS**

**WHEREAS**, California Health and Safety Code Sections 44223 and 44225 authorize the Bay Area Air Quality Management District (hereinafter referred to as "Air District") to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation control projects that result in surplus emission reductions; and

**WHEREAS**, the Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA") to implement such projects. Under the TFCA's Regional Fund Program, the Air District may issue TFCA funds to public agencies and, for certain vehicle-based projects, to other entities for projects within the Air District's jurisdiction ("TFCA Program"); and

**WHEREAS**, California Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the Air District's air quality plan(s) adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and are in effect as of the date of execution of this Agreement; and

**WHEREAS**, Agency affirms that the Project has not commenced, would not have otherwise commenced without TFCA Program funding and will result in surplus emission reductions; and

**WHEREAS**, WCCTAC is authorized to identify projects that are eligible for funding from the TFCA Program and to disburse TFCA funds to such projects; and

**WHEREAS**, Agency's Project, as further described in the Scope of Work, attached as Attachment A, which is incorporated herein ("Project"), is eligible for TFCA funds; and

**WHEREAS**, the Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

Now, therefore, the Parties hereby agree as follows:

## **SECTION 1 SCOPE OF WORK**

- 1.1 Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the Scope of Work attached as Attachment A, and incorporated herein, and all applicable provisions of federal, state, and local law and WCCTAC TFCA Project 19CC01-EV01 regulations at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Attachment A, the Agreement shall prevail. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of the Project's TFCA Funds Awarded, as specified in Attachment B.
- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three (3) years from the later of either 1) the date of WCCTA's final payment, or 2) the last day of the Project Operational Period, unless this Agreement is terminated or amended as provided below, or the Term is extended pursuant to Special Conditions, Attachment A. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, Exhibit A.
- 1.6 Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Services described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Services described in Exhibit A shall pay no less than these rates to all persons engaged

in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

**1.7 Agency Obligations.**

- a. Agency shall pay all Project costs necessary to complete the Project prior to submission of the Final Invoice to WCCTAC for reimbursement. WCCTAC's funding obligation under this Agreement is limited to partial reimbursement of Eligible Costs, as specified in Attachment B, the amount of which shall not exceed the TFCA Funds Awarded, also as specified in Attachment B. Agency shall be solely responsible for all costs that exceed the TFCA Funds Awarded.
- b. Agency is responsible for assuring that all funds received under this Agreement and Matching Funds are expended only in accordance with the requirements of the TFCA Program, this Agreement, and all applicable provisions of law and regulations.
- c. Agency shall prepare and maintain all necessary Project Records to document Project activities and performance, including invoicing documentation set forth in Section 5 of Attachment B, documentation to support the Project reporting requirements set forth in Attachment C, and insurance documentation set forth in Attachment D (all of which comprise "Project Records"). Project Records shall also include documentation that verifies compliance with the requirements set forth in Section 1.7(f) below. Agency shall keep Project Records in one central location for a period of three (3) years after the later of a) the date of 511CC's payment, b) the end of the Project Operational Period, or c) the end of the Term of this Agreement.
- d. Agency shall submit the reports specified in Attachment C to WCCTAC by the due dates specified in Attachment C.
- e. Agency shall implement and operate the Project for the duration of the Project Operational Period. Agency may not make any changes to the operational status of the Project without the prior approval of WCCTAC. Failure to obtain prior approval is a breach of this Agreement. For purposes of this Agreement, a "change to the operational status" occurs whenever any portion or component of the Project is removed from active service other than for routine maintenance, relocated to a different location than what is specified in this Agreement (Attachment A), rendered inoperable, sold, or transferred to another entity, before full completion of the Project Operational Period. If Agency intends to make a change to the Project's operational status, Agency must seek a modification of this Agreement in advance to allow for a change.
- f. Agency shall acknowledge, and require any third party that implements any portion of the Project ("Sub-awardee") to also acknowledge, WCCTAC as a Project funding source at all times throughout the Project Operational Period as specified in Attachment A. Agency shall use, and require any Sub-awardee to use, the 511CC, Air District, and Contra Costa Transit Authority approved logos for the Project also. The required documentation and materials are specified in Attachment C.

- g. Beginning when the Project Starts and throughout the Project Operational Period, Agency shall obtain, maintain, and comply, and require any Sub-awardee to also obtain, maintain, and comply, with the insurance coverage specified in Attachment D, "Insurance Requirements," and with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements is a breach of this Agreement.
- h. To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), Agency shall place in the public domain any software, written document, or other product developed with TFCA Program funds as part of the Project and shall require recipients of any TFCA Program funds, if any, to do the same.
- i. Agency shall use TFCA Program funds only for the implementation of a project that will result in surplus motor vehicle emission reductions within the Air District's jurisdiction and be responsible for demonstrating the emission reductions achieved. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the Effective Date of this Agreement.

#### **1.8 WCCTAC Obligations**

- a. WCCTAC will provide TFCA Program Funds for this Project in an amount not to exceed the TFCA Funds Awarded, in accordance with the formula set forth in Attachment B. In the event that the Total Project Cost is less than the amount listed in Attachment B, 511CC shall recalculate its contribution to the Project in accordance with the provisions of Section 3 of Attachment B.
- b. WCCTAC will endeavor to pay the undisputed amount of an approved invoice within thirty (30) calendar days of the date of WCCTAC's approval of such invoice and in accordance with the Invoice and Payment Schedule set forth in Section 5 of Attachment B.
- c. WCCTAC will provide timely notice to Agency prior to conducting any audits of the Project. WCCTAC will make reasonable efforts to conduct audits and inspections during normal business hours of Agency.
- d. WCCTAC will provide Agency with a copy of any fiscal audit of the Project.
- e. WCCTAC will provide the Agency all applicable WCCTAC-approved reporting and invoice forms.
- f. WCCTAC will make its logo, as well as the Air District's and CCTA's logos, available to Agency solely for use to fulfill Agency's obligation under Section 1.7(f) of this Agreement.

## SECTION 2 FUNDING OBLIGATIONS

- 2.1 Funding.** WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed six thousand dollars, (\$6,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of Service, attached as Attachment A, regarding the amount of compensation, the Agreement shall prevail.

The payments specified herein shall be the only payments from WCCTAC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTAC in the manner specified herein. Agency shall not bill WCCTAC for duplicate services performed by more than one person.

WCCTAC and Agency acknowledge and agree that funding paid by WCCTAC to Agency under this Agreement is based upon Agency's estimated costs of funding Agency's Project, including salaries and benefits of employees, consultants and contractors of Agency. WCCTAC has no responsibility for such contributions beyond the amount set forth under this Agreement.

- 2.2 Invoices.** Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion.

- 2.3 Monthly Payment.** WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.

- 2.4 Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by WCCTAC to the

Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTAC's Executive Director or his designee.
- 2.9 Funding Request.** Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.10 Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.
- 2.11 Records Keeping.** All reports, studies, plans, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC's request.
- 2.12 Agency Financial Records.** Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.
- 2.13 Inspection and Audit of Records.** The Agency shall allow WCCTAC and its authorized representatives to conduct performance and fiscal audits of the Project at any time during the Term of this Agreement. The Agency shall cooperate with such audits and shall make available to WCCTAC all records relating to Project performance and expenses incurred in the implementation of the Project. Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTAC. Under California Government Code

Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

### **SECTION 3 GENERAL PROVISIONS**

- 3.1 Funding Limitations and Contingencies.** Funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and allocated sufficient TFCA Funds for the Agency's Project. Funding is also contingent upon WCCTAC receiving a fully executed Agreement from Agency.
- 3.2 Acceptance.** Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.
- 3.3 Alternative Dispute Resolution.** All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.
- 3.4 Termination.** This Agreement shall be subject to termination as follows:
- a. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination. The terminating party shall provide notice that is a minimum of forty-five (45) calendar days from the mailing date of the notice. However, if any payments are due to either Party, this Agreement may not be terminated earlier than the date that all Parties have received all payments they are due under this Agreement. In this circumstance, each Party shall notify the other Party of having received all payments due and the date of receipt. The notice of the termination shall be delivered as provided for in Section 3.7 below. If Agency terminates this Agreement, Agency shall not be entitled to the full amount of the TFCA Funds Awarded. In the event WCCTAC has paid Agency more than the amount of funds to which Agency is entitled, Agency shall reimburse any funds owed to WCCTAC prior to the effective date of termination, which may include all or a portion of the TFCA Funds that Agency has already received but is not entitled to retain. If WCCTAC terminates this Agreement pursuant to this provision, any costs incurred on the Project following the effective date of termination shall be ineligible for reimbursement of TFCA Funds, except costs for any work that WCCTAC has specified in the notice of termination that Agency may continue to perform for the specified period of time. The Agreement cannot be terminated unless all payments have been fully made.

b. **Breach.** In the case of Agency's breach of this Agreement, WCCTAC will deliver a written notice of breach. The notice will specify the nature of the breach and will direct Agency to cease all work immediately upon receipt of the notice, except as specifically provided for in the notice. At its discretion, WCCTAC may allow Agency to cure the breach; in that instance, the notice of breach will specify the date by which such breach must be cured (the "Cure Period"). As one of its remedies, WCCTAC may also include termination of this Agreement. In that event, the notice of breach will specify the date of termination, which shall be no less than thirty (30) calendar days from the date of mailing of such notice of breach. The notice of breach will specify the amount of the TFCA Funds Awarded that WCCTAC has paid (if any); the amount of funds Agency must reimburse WCCTAC, if any; and the reimbursement payment due date. In no event shall the Agreement terminate prior to Agency's reimbursement of any funds owed to WCCTAC. WCCTAC will calculate the amount of funds owed based the formula set forth in Attachment B.

c. By mutual consent of both Parties, this Agreement may be terminated at any time.

**3.5 Waiver of Claims Against WCCTAC.** Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTAC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project. Agency's waiver shall not apply to liability arising from and caused by the sole negligence or willful misconduct of WCCTAC, its commissioners, officers, and/or employees.

**3.6 Indemnity.** Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC. With respect to third party claims against Agency, waives any and all rights of any type to express or implied indemnity against WCCTAC. Agency shall require any third party who owns, operates, controls, or implements any portion of the Project to defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and all Liability of every nature arising out of or in connection with the third party's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC.

**3.7 Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number. The place for delivery of all notices under this Agreement shall be as follows:

If to WCCTAC:



John Nemeth, Executive Director  
West Contra Costa Transportation Advisory Committee  
6333 Potrero Avenue, Suite 100  
El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel  
Meyers Nave Riback Silver & Wilson  
555 12th Street, Suite 1500  
Oakland, CA 94607

If to Agency:

Jill Mercurio, Public Works Director  
City of San Pablo, Public Works Department  
13831 San Pablo Ave.  
San Pablo, CA 94806

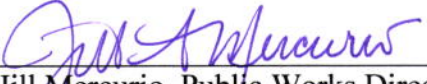
- 3.8 Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
- 3.9 Integration.** This Agreement, including all attachments hereto, represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval of the legislative bodies of each Party, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.12 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- 3.13 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.


- 3.14 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- 3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.16 Jurisdiction and Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 3.17 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 3.18 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 3.19 Counterparts.** This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

**City of San Pablo**

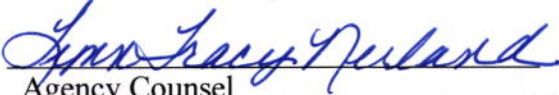
**West Contra Costa Transportation  
Advisory Committee**

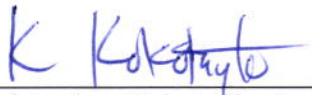
  
\_\_\_\_\_  
Jill Mercurio, Public Works Director

  
\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Sanjay Nuland  
Agency Counsel

  
\_\_\_\_\_  
Kristopher Kokotaylo, Legal Counsel

# WCCTAC FY 2019 TFCA FUNDING AGREEMENT

## ATTACHMENT A PROJECT INFORMATION

1. Project Number: 19CC01-EV01
2. Project Sponsor: City of San Pablo
3. Project Title: San Pablo City Hall Electric Vehicle Charging Station Project
4. Project Description: Project Sponsor shall install and operate two (2) dual-port B2323 charging stations at 1 workplace facility in San Pablo.
5. Project Goal: The goal of this Project is to reduce motor vehicle emissions by providing electric vehicle charging stations, thereby reducing motor vehicle emissions.
6. Project Operational Period: Three (3) years from the date all of the charging stations have been placed into public service. All charging stations shall be fully accessible, functional, and operational throughout the Project Operational Period.

7. Project Schedule:

<u>Milestone</u>	<u>Date</u>
Project Starts	December 1, 2018
All funded equipment installed and placed into service, start of Project Operational Period	By February 29, 2020
End of the Project Operational Period	By February 29, 2023

8. Special Conditions:

- A. Project Sponsor shall maintain the charging stations properly and guarantee that the stations are accessible and serviceable during normal business hours for at least 90 percent of the calendar days during each calendar year.
- B. Project Sponsor shall use only State of California-licensed engineers and contractors to perform the Project work.
- C. Project Sponsor shall site, construct, install, maintain, and operate any services, equipment, or infrastructure paid for with TFCA Program funds in accordance with the respective manufacturer's specifications, all applicable state, federal and local laws and regulations including compliance with all applicable requirements of the Americans with Disabilities Act (ADA).

- D. Project Sponsor shall allow WCCTAC or its authorized representatives to collect and share usage information about the Project.
- E. If Project Sponsor seeks to amend this Agreement, in no event shall the amended start date of the Project Operational Period commence after January 31, 2022.
- F. Project Sponsor shall provide all of the information necessary about the funded charging stations to the US Department of Energy in order for the stations to be listed on their Alternative Fuel Data Center within 30 days but no later than 90 days from the date the charging stations are placed into service. WCCTAC will not pay invoices until the listing for each funded station has been verified.
- G. For Projects that receive funding from another source (e.g., California Energy Commission, NRG, PG&E), Project Sponsor is required to provide documentation along with invoice that adequately demonstrates the charging station(s) installed as part of this Project will result in surplus emission reductions that are beyond what is required by regulations, settlement, local ordinances, and other legally binding obligations.

ATTACHMENT A

TABLE 1: APPROVED FACILITY LOCATION(S) AND EQUIPMENT TO BE INSTALLED

Facility ID: 19CC01-EV01 Address: 1000 Gateway San Pablo, CA 94806 Facility Type: Workplace Equipment to be installed:			
Qty	Description	Max TFCA Award	Usage requirements
2	Dual-port level 2 (high) Charge Point Pedestal (Capable of an output rating of 6.6 KW or higher)	\$3000/each, \$6000 total	14,400 kWh

ATTACHMENT B  
PROJECT BUDGET AND PAYMENT PROCESS

1. Total Project Cost: \$26,067.45.

The Total Project Cost is the sum of the Eligible Costs that are listed in Section 4 of Attachment B. The Total Project Cost does not include any Project or other cost that the District does not approve as an Eligible Cost.

2. Matching Funds: The Project Sponsor is responsible for all project costs that are not covered by the TFCA Funds Awarded.
3. TFCA Funds Awarded: WCCTAC will provide TFCA Program funds for this Project in an amount not to exceed \$6000 or 75% of the actual total project cost, whichever is lower. If the Project Sponsor modifies or reduces the scope of the project, WCCTAC will recalculate the TFCA Funds Awarded, not to exceed a maximum of 75% of the actual total cost for the project: Attachment A, Table 1 shows how TFCA Funds Awarded are distributed to the project.
4. Eligible Costs: Eligible Costs may only be incurred on or after the Effective Date of this Agreement and prior to the date all funded equipment is installed and placed into service and must be directly and solely related to the implementation (site preparation, installation and construction) of the Project. For the purposes of determining eligibility of Project costs, the date for equipment costs incurred shall be the date the Project Sponsor submits a signed purchase order or other document that commits the order, and for direct labor costs incurred shall be the date such services were rendered.

Eligible Costs include:

- A. Costs for the purchase of equipment and material(s) (i.e., charging station hardware, electrical panels, transformers and other materials) including tax, and shipping fees;
- B. Equipment rental costs (i.e., dump truck, concrete road paver, and other equipment) including tax, and shipping fees;
- C. Documented labor charges (salaries, wages, and benefits);
- D. Contractor labor charges; and
- E. Permit fees.

Costs that are not included in the list above are not Eligible Costs, for example:

- A. Costs related to maintenance, repairs, rehabilitation, or upgrades;
- B. Costs related to any other work performed or equipment purchased that is not required for the Project.
- C. Operating costs (e.g., salaries after the Project is open for public use, ongoing training/support, advertising, and rent/leases);
- D. Planning activities or feasibility studies; and
- E. Indirect and administrative costs.

5. Invoice and Payment Schedule: The Project Sponsor shall submit a single invoice (Final Invoice) along with the Expenditure Report as specified in Attachment C. The Final Invoice shall include:
- A. The Project Number;
  - B. An itemized list of all expenses incurred by the Project Sponsor, specifying which are Eligible Costs and dates labor was performed and equipment was purchased;
  - C. The total funds being requested;
  - D. Supporting documentation of Project Sponsor's payments made for goods and services incurred, such as copies of receipts for services paid; invoices from vendors, consultants, or contractors, with an explanation of the goods or services provided for the Project; and time sheets documenting hourly labor costs incurred. WCCTAC will not process the Final Invoice until all current Project reporting obligations are fulfilled.

ATTACHMENT C  
MONITORING OF PROJECT PERFORMANCE

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

1. Semi-annual Reports: The Project Sponsor shall submit Semi-annual Reports to WCCTAC summarizing Project progress.

Due Dates: Beginning sixty (60) calendar days after the Effective Date, every April 15 and October 15 until the Expenditure Report has been submitted.

2. Expenditure Report: The Project Sponsor shall submit Expenditure Report to WCCTAC.

Due Date: By April 30, 2020 and following the start of the Project Operational Period.

The Expenditure Report shall include the following information:

- A. A table that shows the address of each approved Facility and the following information for each of the TFCA-funded chargers by Facility: date construction was completed; date charger was placed into service; dates and time charger is open for use by the public (e.g., employees, residents); and the pricing structure (\$ per kWh, flat fee per use, etc.).
  - B. A discussion of any pertinent issues or problems experienced with the project to date.
  - C. Documentation that the Project Sponsor has acknowledged WCCTAC, the Air District, and CCTA as a Project funding source, such as photographs of the charging station(s) with agencies' logos attached; documentation of use of the agencies' logos on promotional materials, brochures, handbooks, and maps that promote or inform the public about the Project services; and copies of press releases and newsletter articles related to the Project.
  - D. A statement confirming that information about the funded stations have submitted and are listed on the US Department of Energy's Alternative Fuel Data Center.
3. Final Report: The Project Sponsor shall submit the Final Report to WCCTAC. The Final Report shall include the same information listed above under Annual Reports and must be received by WCCTAC by April 30, 2023 and following the end of the Project Operational Period.



## ATTACHMENT D INSURANCE REQUIREMENTS

### Verification of Coverage

Project Sponsor shall provide, and require any sub-awardee to provide, WCCTAC certificates and/or other evidence of the insurance coverage required below. WCCTAC reserves the right to require Project Sponsor to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the WCCTAC shall receive thirty (30) calendar days advanced notice of cancellation from the insurers. All insurance required below with the exception of Workers' Compensation shall be endorsed to name as additional insured: West Contra Costa Transportation Advisory Committee, its Board of Directors, and all WCCTAC officers, agents, employees, volunteers and representatives.

The Project Sponsor may submit evidence that listed insurance is not required for the Project or provide evidence of self-insurance acceptable to WCCTAC in lieu of these requirements.

### Acceptability of Insurers

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

### Minimum Scope of Insurance

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

#### 1. Liability Insurance

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

#### 2. Property Insurance

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

### 3. Workers Compensation Insurance

- ✓ Workers Compensation Insurance - as required by California law and employers' liability insurance with a limit not less than \$1 million.

3084314.1

# CERTIFICATE OF COVERAGE

**NAME AND ADDRESS OF AGENCY:**

Municipal Pooling Authority of Northern California

P.O. Box 67

Walnut Creek, CA 94596

(925) 943-1100 \* FAX (925) 946-4183

**ORGANIZATION AFFORDING COVERAGE:**

Municipal Pooling Authority of Northern  
California

**NAME AND ADDRESS OF COVERED ENTITY:**

City of San Pablo

13831 San Pablo Avenue

San Pablo, CA 94806

This is to certify that coverage agreements listed below have been issued to the covered parties named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the coverage agreements described herein is subject to all the terms, exclusions, and conditions of such coverage agreements.

TYPE OF COVERAGE	COVERAGE AGREEMENT NUMBER	COVERAGE AGREEMENT EXPIRATION	LIMITS OF LIABILITY per occurrence
<b>General Liability</b>	MPA18-19	6/30/2019	Bodily Injury, Property Damage, Personal Injury Combined \$1,000,000
<b>Auto Liability</b>			Bodily Injury, Property Damage, Personal Injury Combined \$0
<b>Auto</b> <i>Collision and Comprehensive</i>			\$3,000 Deductible Police Vehicles \$2,000 All Other Vehicles Limit of Liability = \$250,000
<b>Workers' Compensation and Employers Liability</b>	MPA18-19	6/30/2019	SIR \$500,000 Workers' Comp = Statutory Employers' Liability = \$4.5 million

**Description of Operations/Locations/Vehicles/Event/Restrictions/Special Items:**

It is hereby agreed that the West Contra Costa Transportation Advisory Committee (WCCTAC), its Board of Directors, and all WCCTAC officers, agents, employees, volunteers, and representatives, is named as additional covered party for General Liability in respect to the WCCCTAC FY2019 TFCA Funding Agreement for the San Pablo City Hall Electric Vehicle Charging Station Project, but only to the extent assumed by the City of San Pablo (City) (City) under the agreement, subject to the Memorandum of Coverage terms, conditions, and exclusions. This certificate shall also serve as proof of Workers' Compensation coverage for the City.

Cancellation: Should any of the above described coverage agreements be canceled before the expiration date thereof, the Issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Authority, its agents or representatives.

# CERTIFICATE OF COVERAGE

**NAME AND ADDRESS OF AGENCY:**

Municipal Pooling Authority of Northern California

P.O. Box 67

Walnut Creek, CA 94596

(925) 943-1100 \* FAX (925) 946-4183

**ORGANIZATION AFFORDING COVERAGE:**

Municipal Pooling Authority of Northern  
California

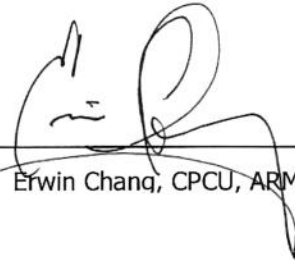
**CERTIFICATE HOLDER** (name and address):

West Contra Costa Transportation Authority

6333 Potrero Ave

El Cettito, CA 94530

**Date Issued:** December 3, 2018



Erwin Chang, CPCU, ARM - GL. Manager

**Certificate ID:** 2563 : 2015-16 FY

**Prepared By:** mp



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/29/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Alliant Insurance Services, Inc. 100 Pine Street, 11th floor San Francisco CA 94111 License No. 0C36861	PHONE (A/C, No, Ext): 415-403-1406	COMPANY Lexington Insurance Company
FAX (A/C, No): 415-874-4811	E-MAIL ADDRESS: lcampero@alliant.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Municipal Pooling Authority (MPA) City of San Pablo 1911 San Miguel Drive, Suite 200 Walnut Creek, CA 94596	LOAN NUMBER	POLICY NUMBER 017471589/05
	EFFECTIVE DATE 07/01/2018	EXPIRATION DATE 07/01/2019
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒

SPECIAL

COVERAGE / PERILS / FORMS

All Risk of Direct Physical Loss or Damage and Flood excluding Earthquake  
Coverage includes Real & Personal Property, Rental Income including bond  
Revenue requirements, Business Interruption, Extra Expense and All Extension and  
Sublimits of Coverage as shown on Manuscript Policy Form. Boiler &  
Machinery included in the Manuscript Policy Form.  
Flood Dedicated Limit: \$25,000,000  
Flood Deductible: \$250,000 for Flood Zones A and V, \$100,000 for All Other Flood  
Zones  
Fine Arts Deductible \$5,000 except \$2,500 for Walnut Creek  
Repair or Replacement Cost Valuation  
Subject to Policy Terms, Conditions and Exclusions

AMOUNT OF INSURANCE

DEDUCTIBLE

\$25,000,000 Loss  
Limits Per Occ.

\$25,000

## REMARKS (Including Special Conditions)

City of San Pablo


Evidence of Property Insurance is provided to West Contra Costa Transportation Advisory Committee with respect to the WCCTAC FY 2019 TFCA Funding Agreement for San Pablo City Hall Electric Vehicle Charging Station Project to install and operate two (2) dual-port B2323 charging stations at 1 workplace facility in San Pablo to reduce motor vehicle emissions. Project No.: 19CC01-EV01.

The term of Agreement shall begin on December 1, 2018 and end on February 28, 2023.  
See Attached...

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  West Contra Costa Transportation Advisory Committee 6333 Potrero Avenue, Suite 100 El Cerrito CA 94530	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> Alliant Insurance Services, Inc.		<b>NAMED INSURED</b> Municipal Pooling Authority (MPA) City of San Pablo 1911 San Miguel Drive, Suite 200 Walnut Creek, CA 94596
<b>POLICY NUMBER</b> 017471589/05		
<b>CARRIER</b> Lexington Insurance Company	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b> 07/01/2018

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 27 **FORM TITLE:** EVIDENCE OF PROPERTY INSURANCE

#### REMARKS:

Subject to policy terms, conditions and exclusions.