

**PLANNING, IMPLEMENTATION, AND INNOVATION GRANT AGREEMENT
BETWEEN CENTRAL COAST COMMUNITY ENERGY AND THE CITY OF SAN LUIS OBISPO**

This Grant Award Agreement (“Agreement”) is made on _____
by and between CENTRAL COAST COMMUNITY ENERGY (“CCCE”) and the City of San Luis
Obispo (hereinafter “GRANTEE”). CCCE and GRANTEE may be individually referred to herein as
“Party” or collectively as “Parties.”

WHEREAS: CCCE’s Fiscal Year 2021 - 2022 (FY 2021/22) Operating Budget allocated
funds for the Planning, Implementation, and Innovation Grant Program to support CCCE
Member Agency projects and programs and promote electrification.

WHEREAS: CCCE agrees to provide a one-time grant award in the amount of Seventy
Thousand Dollars (\$70,000.00) (the “Grant Amount”) subject to the terms and conditions of
this Agreement.

WHEREAS: The purpose of this Agreement is to establish the terms and conditions for
CCCE to provide GRANTEE with funding to implement the Project.

WHEREAS: Although CCCE will be providing financial assistance to GRANTEE to support
the Project, CCCE will not take an active role or retain substantial control of the Project.
Therefore, this Agreement is characterized as a funding agreement rather than a cooperative
agreement.

WHEREAS: GRANTEE understands that the Planning, Implementation, and Innovation
Grant Program funds derive from retail electricity transactions, which may fluctuate. CCCE’s
funding commitment to Planning, Implementation, and Innovation Grant Program projects,
including this Project, is subject to these fluctuations, which may impact funding availability for
this Project.

WHEREAS: The foregoing recitals are hereby acknowledged to be true and accurate and
are incorporated into this Agreement.

THEREFORE: In consideration of the mutual covenants and conditions set forth in this
Agreement, the Parties agree as follows:

1. PROJECT IMPLEMENTATION

1.1. CCCE shall provide funding from the Planning, Implementation, and Innovation Grant
Program to Grantee to support the **Fleet Electrification Infrastructure Roadmap**
project as set forth in Exhibit A of this Agreement.

1.2. The “Effective Date” of this Agreement is _____.

- 1.3. The GRANTEE agrees to complete the Project according to the Project Schedule included in Exhibit D.
- 1.4. This Agreement was awarded to GRANTEE based on the application submitted by GRANTEE with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work set forth in Exhibit A. Any substantive deviation from GRANTEE's Scope of Work during project implementation may require reevaluation or result in loss of funding. If GRANTEE knows or should have known that substantive changes to the Project will occur or have occurred, GRANTEE will immediately notify CCCE in writing. CCCE will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. CCCE reserves the right to have grant funding withheld from GRANTEE, or refunded to CCCE, due to GRANTEE's failure to satisfactorily complete the Project or due to substantive changes to the Project.
- 1.5. GRANTEE agrees to notify and/or assist CCCE of/with any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials and/or community events related to the Project. Press materials shall be provided to CCCE staff for review before they are distributed. CCCE name, abbreviation, and/or logo(s) should be included in press materials and other project collateral based on CCCE usage guidelines provided by CCCE, but may never be included in such documents without advance approval from CCCE.

2. CHANGES IN PERFORMANCE

- 2.1. GRANTEE agrees to notify CCCE immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the GRANTEE's ability to perform the Project in accordance with the terms of the Agreement. The GRANTEE also agrees to notify CCCE immediately, in writing, of any current or prospective dispute, breach, default, or litigation arising from GRANTEE's performance under this Agreement that may adversely affect CCCE; and agrees to inform CCCE, also in writing, before naming CCCE as a party to litigation for any reason, in any forum.

3. GRANT AWARD PROVISIONS

- 3.1. The maximum amount payable under this Agreement by CCCE, in accordance with Exhibit B, not exceed Seventy Thousand Dollars (\$70,000.00) (the "Grant Amount").
- 3.2. It is acknowledged and agreed that the Grant Amount is a ceiling and that CCCE shall only reimburse the allowable costs of services rendered in accordance with Exhibit A and as authorized by CCCE.

3.3. GRANTEE shall be solely responsible for, and agrees to fund any additional funding requirements, expenses, costs, fees, taxes, or incidentals of any kind above the Grant Amount that are associated in any way with the Project.

4. PROJECT PERIOD

4.1. The Project has been approved from the Effective Date until [CCCE to insert date], unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both the GRANTEE and CCCE, with CCCE's execution to be last in time. GRANTEE must make all reasonable efforts to commence work under this Agreement as soon as possible after the execution date of this letter, time is of the essence.

5. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

5.1. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

1. Exhibit A: Scope of Work
2. Exhibit B: Payment Terms
3. Exhibit C: Budget
4. Exhibit D: Schedule

6. RELATIONSHIP of PARTIES

6.1. The parties acknowledge and agree that nothing in this Agreement creates any employment or principal-agent relationship of any kind between the Parties.

6.2. Project Managers

6.2.1. CCCE Project Manager: Tony Pastore; tpastore@3ce.org

6.2.2. GRANTEE Project Manager: Chris Read, cread@slocity.org

7. PROHIBITION OF FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

7.1. The GRANTEE acknowledges and agrees that by executing the Agreement for the Project, the GRANTEE certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the GRANTEE's application, progress reports and invoices.

8. PAYMENTS

8.1. The method of payment for this Agreement will be based upon eligible expenses as set forth in Exhibit B.

8.2. GRANTEE is required to submit invoices as set forth in Exhibit B.

9. TERMINATION

9.1. During the term of this Agreement, CCCE may terminate the Agreement for any reason by giving written notice of termination to the GRANTEE at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

10. INSURANCE REQUIREMENTS

10.1. Prior to commencement of this Agreement, the GRANTEE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the GRANTEE upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to CCCE.

10.2. Without limiting GRANTEE's duty to defend and indemnify, GRANTEE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

10.2.1. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, and cross-liability with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence, and \$1,000,000 in the aggregate.

10.2.2. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

10.2.3. Workers' Compensation Insurance, if GRANTEE employs others in the performance of this Agreement, in accordance with California Labor Code section 3700.

10.3. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date GRANTEE completes its performance of services under this Agreement.

10.4. Commercial general liability and automobile liability policies shall provide an endorsement naming CCCE, its Directors, Board members, officers, agents, and employees as Additional Insureds with respect to liability arising out of the GRANTEE'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by CCCE and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the GRANTEE'S insurance.

11. INDEMNIFICATION

11.1. GRANTEE shall indemnify, defend, and hold harmless CCCE, its Directors, Board members, officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by GRANTEE and/or its agents, employees, or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by CCCE. It is the intent of the parties to this Agreement to provide the broadest possible coverage for CCCE. GRANTEE shall reimburse CCCE for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the GRANTEE is obligated to indemnify, defend, and hold harmless CCCE under this Agreement.

12. NON-DISCRIMINATION

12.1. During the performance of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in GRANTEE'S employment practices or in the furnishing of services to recipients. GRANTEE shall ensure that the evaluation and treatment of its employees and GRANTEES for employment and all persons receiving and requesting services are free of such discrimination. GRANTEE and any subcontractors shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. NOTICES

13.1. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to CCCE and GRANTEE'S contract administrators at the addresses listed below:

Central Coast Community Energy	City of San Luis Obispo
Chief Financial Officer	Sustainability Manager, City Administration
70 Garden Court, Suite 300	990 Palm Street
Monterey, CA 93940	San Luis Obispo, CA 93401

14. MISCELLANEOUS PROVISIONS

- 14.1. **Conflict of Interest.** GRANTEE represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 14.2. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by CCCE and the GRANTEE.
- 14.3. **Disputes.** GRANTEE shall continue to perform under this Agreement during any dispute.
- 14.4. **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.5. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.6. **Non-exclusive Agreement.** This Agreement is non-exclusive and both CCCE and GRANTEE expressly reserve the right to contract with other entities for the same or similar services.
- 14.7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same Agreement.
- 14.8. **Authority.** Any individual executing this Agreement on behalf of CCCE, or the GRANTEE represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

SIGNATURE OF THE PARTIES:

CITY OF SAN LUIS OBISPO

CENTRAL COAST COMMUNITY ENERGY

BY: _____
Name, Title

BY: _____
Tom Habashi, CEO

Date: _____

Date: _____

VENDOR

Approved as to Form

BY: _____
Name, Title

BY: _____
Brian Kimball, General Counsel

Date: _____

Date: _____

Approved as to Financial Terms

BY: _____
Jaya Bajpai, Chief Financial Officer

Date: _____

Exhibit A: Scope of Work
To Agreement by and between
Central Coast Community Energy, hereafter referred to as “CCCE”
and
City of San Luis Obispo, hereafter referred to as “GRANTEE”

1. **Scope of Work.** GRANTEE shall provide services to support CCCE’s mission and goals, as set forth in this scope of work:

Task 1. Kick-Off, Data Collection, and Development of Current and Projected Fleet Database

Deliverables: comprehensive fleet database with average use (time, function, and mileage), downtime, location, and expected replacement years

Task 2. Fleet Electrification Analysis (e.g., electric vehicle suitability by fleet use type, total cost of ownership projections, projected energy needs and related emissions reductions estimates, etc.).

Deliverables: draft summary identifying potential EV replacement options for each vehicle in the City’s fleet, assessing viability of each option and total cost of ownership comparison, and calculating expected emissions reductions.

Task 3. Charging Infrastructure Needs Assessment and Roadmap

Deliverables: proposed locations for chargers in 2025 and 2030 sufficient for light duty fleet transition, load growth estimates by site, charger solutions for each site, electrical infrastructure assessments by site, and conceptual site layouts and capital cost estimates for total charger needs. An additional 70 hours of technical services will be reserved for initial design work to ensure near term projects will be as close to “shovel ready” as feasible.

Task 4. Regional Capacity Building and Knowledge Transfer

Deliverables: The City will provide a five-to-ten minute “project update” at each of the CCCE Member Agency Transportation Electrification Working Group meetings, plus a final presentation at completion of Scope. The City will also prepare for and facilitate two meetings with CCCE Member Agency Fleet Managers and related stakeholders to further support capacity building. The City will also share project deliverables with CCCE Member Agencies via links to webpage for downloadable versions of work products.

2. **Reporting.** As a condition of this Award, GRANTEE is required to submit a mid-term and final report. Each report will provide a brief description of activities performed under this agreement. All deliverables identified in Section 1 above must be completed and presented to CCCE before or accompanied with the Final Report.

Mid Term Report Due: MONTH DATE, YEAR

Final Report Due: MONTH DATE, YEAR

Exhibit B: Payment Terms

CCCE shall provide payments to GRANTEE, as outlined below, for a total amount not to exceed seventy thousand dollars (**\$70,000.00**) for the performance of all tasks necessary for or incidental to the performance of work as set forth in Exhibit A: Scope of Work ("Project"). GRANTEE's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

1) Method of Payment.

- a. Invoices shall be submitted once every other month for eligible expenses incurred for work performed in implementing the Project during the period identified in the particular invoice.
- b. Invoices will be sent electronically to the following email addresses:
 - a. programs@3ce.org
 - b. invoices@3ce.org
 - c. tpastore@3ce.org
- c. Invoices shall be submitted in the standard template provided by CCCE.
- d. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit A. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- e. Supporting documentation for costs (e.g. receipts, copies of checks) must be provided as an attachment to the invoice for all non-labor costs included in the invoice.
- f. CCCE reserves the right to request additional supporting documentation, including but not limited to staff timecards/timesheets.
- g. CCCE will notify GRANTEE, in a timely manner when, upon review of an Invoice, CCCE determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to CCCE. GRANTEE may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to CCCE to cure such deficiency(ies). If GRANTEE fails to submit adequate documentation curing the deficiency(ies), CCCE will adjust the pending invoice by the amount of ineligible or unapproved costs.
- h. CCCE shall certify the invoice for payment in either the amount requested, or in such other amount as CCCE determines is due in conformity with this Agreement.
- i. CCCE will issue a reimbursement check via US mail or make electronic payment via ACH within 45 days of GRANTEE satisfactorily completing the invoicing process.

2) **Eligible Expenses.** Reimbursable Eligible Expenses under this grant include those reasonable and necessary to complete the Project in accordance with the Agreement, and shall include:

- Staff time spent working directly on approved project
- Marketing
- Outreach
- Supplies/materials
- Other direct project and program related expenses

3) **Ineligible Expenses** The following types of expenses are not reimbursable under this grant program:

- Travel
- Overhead
- Other indirect project expenses
- Costs incurred prior to this Agreement

Exhibit C: Budget

**Agreement by and between
Central Coast Community Energy, hereafter referred to as "CCCE"
and
CITY OF SAN LUIS OBISPO, hereafter referred to as "GRANTEE"**

Anticipated Expenses	# units (hours of staff time)	Unit Cost (\$)	3CE	Other Funding Sources	TOTAL
Consultant Services (Optony, Inc.)		--			
Task 1. Kick-Off, Data Collection, and Development of Current and Projected Fleet Database		\$10,500			\$10,500
Task 2. Fleet Electrification Analysis		\$15,000			\$15,000
Task 3. Charging Infrastructure Needs Assessment and Roadmap		\$34,500			\$34,500
Task 4. Regional Capacity Building and Knowledge Transfer		\$10,000			\$10,000
City of San Luis Obispo Staff Time (in-kind)	80	\$120			\$9,600
	80		\$0	\$0	\$79,600

Exhibit D: Schedule

**To Agreement by and between
Central Coast Community Energy, hereafter referred to as “CCCE”
and
CITY OF SAN LUIS OBISPO, hereafter referred to as “GRANTEE”**

Timeline described by month number after effective agreement date, which is currently unknown.

Task 1. Kick-Off, Data Collection, and Development of Current and Projected Fleet Database	Months 1 and 2
Task 2. Fleet Electrification Analysis	Months 2-4
Task 3. Charging Infrastructure Needs Assessment and Roadmap	Months 2-6
Task 4. Regional Capacity Building and Knowledge Transfer	Months 5 and 6