

Exhibit A

Agreement for Installation and Maintenance of Electric Vehicle Charging Equipment Pilot Program

This Agreement for Installation and Maintenance of Electric Vehicle Charging Equipment ("Agreement") is made by and between the Sonoma Clean Power Authority, a California joint powers authority ("SCPA"), and City of Santa Rosa ("Owner"). The Effective Date of this Agreement is _____ signed by the parties to the Agreement.

RECITALS

A. SCPA seeks to encourage the use of electric vehicles as a way to reduce greenhouse gas emissions and reduce fuel costs. SCPA has developed its "Drive EverGreen" program to further this goal.

B. Owner is a municipality located at 100 Santa Rosa Avenue in Santa Rosa, California (the "Site"). SCPA wishes to contract with Owner to install and maintain electric vehicle charging equipment on the Site, as described in more detail in Attachment A (the "Project"), and to provide SCPA with ongoing information regarding the use of the equipment. Such equipment will facilitate the adoption of electric vehicles by providing a convenient way for Owner's customers and employees to have access to charging facilities, and thus promote the purposes of the Drive EverGreen program.

C. In return for the services to be provided by Owner hereunder, SCPA is willing to pay Owner the amount of \$25,000 subject to the terms and conditions of this Agreement.

Wherefore, in consideration of the foregoing and the mutual promises made herein, SCPA and Owner agree as follows:

1. Recitals. The above recitals are true and correct.
2. Coordination. Owner shall coordinate the work with SCPA's Project Manager, Jan McFarland. Contact information for such coordination is:

Sonoma Clean Power Authority:	Owner:
Project Manager: Jan McFarland	Fleet Superintendent: Zac Brand
50 Santa Rosa Avenue, Fifth Floor	55 Stony Point Road
Santa Rosa, CA 95404	Santa Rosa, CA 95401
Phone: 707-890-8486	Phone : 707.543.3717
Email: jmcfarland@sonomacleanpower.org	Email: zbrand@srcity.org

3. Owner's Responsibilities.

Owner shall complete the following at its cost and expense, except to the extent of SCPA funding provided for in Section 4.A below.

- A. General: Owner agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- B. Environmental Documentation: Owner shall be responsible for complying with all requirements of the California Environmental Quality Act (CEQA), if any, applicable to the installation of the electric vehicle charging equipment, and shall prepare all required environmental documents.
- C. Permits: Owner shall obtain any permits that may be necessary from utilities or regulatory agencies for installation and operation of the Project.
- D. Right-of-Way: Owner shall acquire any and all additional land or easements as necessary for installation and operation of the Project.
- E. Design and Surveying: Owner shall design or arrange for the design of the Project.
- F. Draft Plans and Specifications: Upon request by SCPA, Owner shall furnish the draft Project plans and specifications to SCPA for review and comment.
- G. Final Plans and Specifications: Upon request by SCPA, Owner shall provide SCPA with a final complete set of all Project documents for review and comment.
- H. Insurance and Indemnification: Owner shall require its installation contractor, if any, to insure and indemnify SCPA using the language identified in Attachment B as the language for insurance and indemnification requirements in the Bidding Documents and shall provide evidence of such insurance and indemnification to SCPA in a form satisfactory to SCPA. Attachment B is an integral part of this Agreement. In addition, Owner shall require its consultants, if any, to indemnify, defend, and insure SCPA to the same extent Owner requires its consultants to indemnify, defend, and insure Owner.
- I. Bidding: Owner shall obtain at least two bids for the Project. If Owner wishes to accept any bid other than the lowest responsible and responsive bid, Owner shall first obtain the written approval of SCPA. Owner may also determine not to move forward with the Project, in which case SCPA shall have no obligation to provide funding under this Agreement.
- J. Installation: Owner shall enter into a contract with the selected bidder or install using city forces.

K. Prevailing Wages: Owner understands that the Project is a “public work” under the provisions of Labor Code Sections 1720 et seq. and that the payment of prevailing wages to workers on the Project is required. Owner shall comply with, and cause its contractor to comply with, the prevailing wage provisions set forth in Attachment C.

L. Installation; Contract Administration: Owner shall cause the Project to be installed on the Site in accordance with the Final Plans and Specifications provided to SCPA. Owner shall administer the contract for installation of the Project.

M. Inspection: Owner shall inspect the Project. The SCPA reserves the right to periodically inspect the construction of the Project.

N. Notice of Completion: Owner shall provide SCPA with notice when the installation has been completed.

O. Records: Owner shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to the SCPA at all reasonable times for inspection and analysis.

P. Statement of Costs: Within 60 days of providing notice of completion, Owner shall submit to SCPA a statement of complete accounting of Owner’s Project costs.

Q. Indemnification: Owner agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to SCPA, and to defend, indemnify, hold harmless, reimburse and release SCPA, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys’ fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by SCPA to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Owner, arising out of or in connection with the installation or operation of the Project, or the performance of Owner hereunder, whether or not there is concurrent negligence on the part of SCPA, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of SCPA.

R. Invoices: Owner shall invoice SCPA for costs authorized under this Agreement. All invoices submitted to SCPA by Owner shall be clearly marked with City of Santa Rosa, Funding of Electric Vehicle Charging Equipment, Courthouse Square – downtown Santa Rosa.

S. Long-Term Maintenance; SCPA Access: Owner agrees to accept all responsibility for long-term maintenance of the Project. Owner shall allow SCPA access to the Project for purposes of verifying that the equipment is functioning properly.

T. Access to EV Charging Equipment: Owner shall allow all members of the public (including its employees) to access and use the five (5) electric vehicle charging equipment on a first-come, first-served basis, for a period of five years and allow all members of the public (including its employees) with accessibility placards to access and use the two (2) electric vehicle charging equipment on a first-come, first-serve basis, for a period of five (5) years. Owner may limit the number of consecutive hours that any vehicle may use the equipment. If Owner fails to maintain the equipment in proper working order, or fails to allow public access to the equipment, then upon written demand by SCPA, Owner shall pay to SCPA an amount equal to (a) the total previously paid by SCPA to Owner times (b) the ratio equal to (x) the number of days owner has failed to keep the equipment in good working order or failed to allow public access to the equipment divided by (y) the total number of days since the equipment became operational.

U. Equipment Upgrades: SCPA may, at its sole discretion and at its sole cost and expense, upgrade or update the electric vehicle charging equipment. Owner shall cooperate with SCPA in connection with such upgrade or update, and shall provide SCPA or its contractors access to the Project site for purposes of such upgrade or update.

V. Interviews and Surveys: Owner shall participate in interviews about the use of the Project equipment, to be conducted by an SCPA representative at the following approximate times after installation: six months, one year, two years, and three years. If requested by SCPA, Owner shall allow SCPA to distribute and collect written surveys of electric vehicle users who use the Project facilities.

W. Sonoma Clean Power Service: Owner shall maintain the electric meter serving the Project's electric vehicle charging station in SCPA's service for a minimum five-year period.

X. User Charges: Owner may charge users of the Project facilities for energy taken from the facilities.

Y. Interruption of Charging: Owner shall permit SCPA to adjust the amount of power available to electric vehicles using the Project charging facilities, or to interrupt such power completely, for up to two hours per day, in order to support solar power regulation on our local electric grid. These interruptions may occur automatically without prior notice. Upon request by SCPA, Owner shall notify users of the possibility of such curtailments.

Z. SCPA Branding: If requested by SCPA, Owner shall permit SCPA to affix SCPA logos or brand messages to the Project equipment.

4. SCPA'S RESPONSIBILITIES

A. Review of Plans and Specifications: SCPA may review and comment on draft and final Project plans and specifications. SCPA is not responsible for project design or engineering decisions and SCPA's review is not a substitute for review and approval by Owner of the Project. Owner understands and agrees that by reviewing plans or providing funding hereunder SCPA does not make any guarantees, representations, or warranties regarding the plans or the equipment installed as a result of the Project, and shall have no liability for any damages, costs, or injuries incurred by Owner or by users as a result of the installation or use of the Project facilities.

B. Payment: Upon receipt of notice of completion of installation and an invoice from Owner, SCPA shall pay Owner a sum equal to the lesser of (a) 100% of the cost of the Project or (b) \$25,000.

5. ADDITIONAL REQUIREMENTS

A. Excess Costs Following Award: If, following Owner's execution of a contract for installation of the Project, Project costs exceed the amounts authorized under this Agreement, Owner shall fund Project costs in excess of the authorized amounts without additional contribution from SCPA.

B. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties.

C. Contract not Awarded: If Owner does not award a contract, paragraphs 3.J through 3.Z and paragraph 4.B shall not apply.

D. No Waiver of Breach: The waiver by SCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

E. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Owner and SCPA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Owner and SCPA acknowledge that they have

each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

F. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

G. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

J. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

K. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Sonoma Clean Power Authority

Owner

Geof Syphers
Chief Executive Officer

Jason Nutt
Director of Transportation and Public Works

Approved as to Form:

Approved as to Form:

Steven S. Shupe, General Counsel

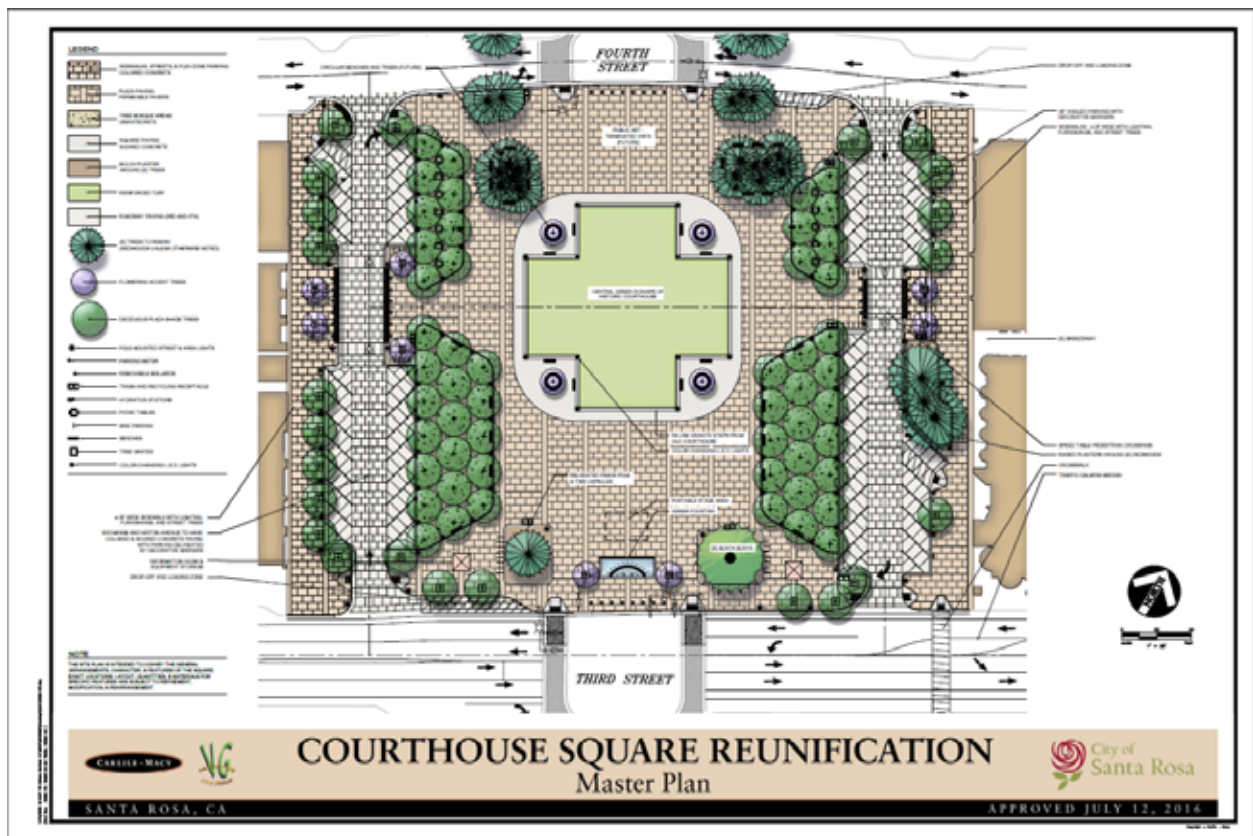
Angela Casagrande
Assistant City Attorney

ATTACHMENT A

PROJECT DESCRIPTION AND LOCATION MAP

The Project is described as follows:

Purchase and install three (3) dual port EV chargers and one (1) single port EV charger in Courthouse Square – downtown Santa Rosa, CA. One dual port and the single port EV charger will be located at accessible parking spaces



ATTACHMENT B
WORDING FOR INSTALLATION CONTRACT

INDEMNIFICATION

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Sonoma Clean Power Authority (SCPA) and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of Contractor hereunder, whether or not there is concurrent negligence on the part of SCPA, but to the extent as may be required by law, excluding liability due to the sole negligence, active negligence, or willful misconduct of SCPA.

INSURANCE

Contractor shall obtain insurance acceptable to Owner from a company or companies acceptable to Owner. The required documentation of such insurance shall be furnished to Owner at the time Contractor returns the executed contract. The proper insurance shall be provided within ten (10) calendar days after the bidder has received the notice that the contract has been awarded and prior to Owner executing the contract and issuing a notice to proceed. The Contractor shall not commence work nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below:

A. Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma Clean Power Authority.

B. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. The Sonoma Clean Power Authority, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

3. The insurance provided herein is primary coverage to the additional insured(s) with respect to any insurance or self-insurance programs maintained by the additional insured(s).

4. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma Clean Power Authority.

C. Automobile Liability Insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma Clean Power Authority.

D. Environmental Impairment Liability Insurance. Environmental impairment liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000.00) for each occurrence. Said environmental impairment liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. Additional insured: The Sonoma Clean Power Authority, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement.

2. Separation of insured: The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

3. Primary coverage: The insurance provided herein is primary coverage to the additional insured(s) with respect to any insurance or self-insurance programs maintained by the additional insured(s).

4. Cancellation: This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Sonoma Clean Power Authority.

ATTACHMENT C

PREVAILING WAGE REQUIREMENTS

1. General: Owner and its contractor(s) shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this installation contract. The schedules are available at the California Department of Industrial Relations' web site at the following address:

<http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>

Owner and its contractor(s) shall cause a copy of the determinations of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are also available by contacting the Sonoma Clean Power Authority.

2. Contractor Registration Requirement: Before entering into a contract with any contractor for the Project, Owner shall determine that the contractor is licensed with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. Owner may not enter into a contract for the Project with a contractor that is not registered with the Department of Industrial Relations.

3. Notification of Contract: Owner shall complete and submit to the Department of Industrial Relations the PWC 100 form required by Labor Code sec. 1773.3. Completion and submission of the PWC 100 form may be accomplished at the following web address:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

4. Compliance Monitoring and Registration: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Owner's contractor shall furnish and shall require all subcontractors and subconsultants to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly.

5. Subcontracts: Owner shall insert, and cause its contractor to insert, in every contract, subcontract, or other arrangement which Owner or its contractor may make for performance of such work or labor on work provided for in the Agreement, provision that contractor or subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Owner shall cause its contractor to provide to each subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

6. Compliance with Law: Owner shall obtain from its contractor a stipulation that its contractor shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.