

ELECTRIC FLEET TRANSITION PROGRAM PARTICIPATION AGREEMENT

This Electric Fleet Transition Program Participation Agreement (“Agreement”), made as of the last date signed below (the “Effective Date”), by and between the City of Redondo Beach, a chartered municipal corporation (“Participant”), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program (“CPA”), referred to individually or collectively as “Party” or “Parties,” is to enroll Participant in the CPA Energized Communities Program for Electric Fleet Transition, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities Program (“Energized Communities”) to assist CPA’s member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program offering, CPA desires to support transportation electrification efforts in its service territory through the CPA Energized Communities Program for Electric Fleet Transition (“Program”), which seeks to help Participant develop and implement electrical vehicle (“EV”) fleet transition measures that will result in increased EV charging infrastructure, and reductions in greenhouse gas emissions;

WHEREAS, to implement the Program, CPA has entered into the Professional Services Agreement, dated as of March 7, 2024, by and between Optony, Inc. (“Optony”) and CPA, under which Optony will provide technical support for Participant as it engages in efforts to develop, draft, review, and/or implement Participant’s fleet electrification measures;

WHEREAS, CPA intends to make Optony or a successor consultant (“Contractor”) available to Participant and other CPA member agencies to support Participant as it engages in its own effort to develop, draft, review, and/or implement Participant’s fleet electrification measures;

WHEREAS, Participant desires technical support from Contractor as Participant develops, drafts, reviews, and/or implements fleet electrification measures; and

WHEREAS, Participant may seek financial support provided by CPA to offset the cost of implementing fleet electrification measures as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2029 (“Term”).
2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party thirty (30) days prior written notice.

3. **CPA Obligations.** CPA agrees to perform the services and provide financial reimbursement to Participant, as detailed in Exhibit A, Electric Fleet Transition – Program Terms and Conditions, attached hereto.
4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.
5. **NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**
 - a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO (1) SERVICES PROVIDED BY CONTRACTOR TO PARTICIPANT AND (2) ANY FLEET ELECTRIFICATION MEASURES IMPLEMENTED BY PARTICIPANT.
 - b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES.

- c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES, ANY SERVICES PROVIDED BY CONTRACTOR, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

6. Insurance.

- a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$500,000 per occurrence for bodily injury or disease.
- d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.

described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

- f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.
- g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.
- h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.
- i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Senior Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:
Andrew S. Winje
Public Works Director
City of Redondo Beach
531 N. Gertruda Ave.

Redondo Beach, CA 90277
Andrew.winje@redondo.org

- j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.
- k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.



Theodore Bardacke
Chief Executive Officer
Clean Power Alliance of Southern California
Date:

James A. Light
Mayor
City of Redondo Beach
Date:

Exhibit A

Electric Fleet Transition - Program Terms and Conditions

1. CPA Obligations

- a. CPA will make commercially reasonable efforts to ensure the availability of Contractor to provide the Technical Services (as defined below). CPA does not guarantee (a) that Contractor will be able to perform all duties that Participant staff would otherwise perform, or (b) that participation in the Program ensures implementation of fleet electrification measures.
- b. CPA will provide financial reimbursement to Participant in an amount (i) no greater than \$250,000 (two hundred fifty thousand dollars) and (ii) to be specified in the Project Scope and Budget, as defined below.
- c. CPA will monitor the technical support provided by Contractor and help coordinate fleet electrification efforts with regional stakeholders.

2. Participant Obligations

- a. Data, Point of Contact, and Access. Within twelve (12) months of Effective Date, Participant agrees to provide requested data and a dedicated point of contact to CPA and Contractor for coordination purposes throughout the Program. Participant agrees to coordinate visits to its facilities with CPA and Contractor, as needed, to collect information to prepare site designs and EV charging infrastructure installation plans.
- b. Scope and Budget. Participant shall commit to a project scope and budget ("Project Scope and Budget") that plans to acquire EVs into the agency's fleet, construct charging infrastructure, and/or install EV charging ports, within three years from the initial project launch meeting with CPA and Contractor, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to the Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Technical Services or Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget.
- c. Technical Services. Within twelve (12) months of Effective Date, Participant shall specify which of the following services ("Technical Services") will be requested from the Contractor in the Project Scope and Budget:
 - i. Fleet replacement plan.
 - ii. Energy needs assessment.
 - iii. Charging infrastructure plan for one or more locations.
 - iv. Permit-ready site designs.

- v. Managed charging assessment to analyze optimized and non-optimized EV charging costs.
 - vi. Funding package overview to identify rebate and funding opportunities appropriate for the project, including a summary of the CPA funds available to implement the project recommendations (“Funding Memo”).
- d. Project Funding. Participant shall specify expected use of funding for project implementation (“Project Funding”) and make that request from CPA in the Project Scope and Budget.
- i. The following expenses are eligible for Project Funding from CPA:
 - 1. Electric vehicles purchase (funding will cover the cost difference between a fossil fuel vehicle and its comparable electric alternative, which shall be an amount to be determined by CPA in consultation with Contractor).
 - 2. EV charging equipment, including warranties, service contracts, and/or subscription fees.
 - 3. Installation costs for EV infrastructure.
 - 4. Managed Charging (as defined below) services and equipment.
 - 5. Construction costs for charging infrastructure.
 - 6. Additional expenses to be determined and approved by CPA in its sole discretion.
 - ii. Participant acknowledges and agrees that any costs for construction and installation of charging infrastructure that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
 - iii. Warranties and operations support for equipment and any energy management systems will be the responsibility of the Participant to arrange for with the specific vendors of those systems.
 - iv. If Participant elects to receive Project Funding for the purchase of fleet vehicles or EV charging equipment to meet its fleet electrification objectives, it must meet the following requirements:
 - 1. Participants that elect to receive funding for the purchase of EVs or EV charging equipment will be required to enroll in a managed charging service (“Managed Charging”) for at least three years [or otherwise acknowledge the agency’s fleet will avoid charging vehicles during peak periods where feasible]. The following options are available to satisfy Participant’s obligation to enroll in Managed Charging:
 - a. Enrollment in a managed charging program offered by CPA.
 - b. Enrollment in managed charging services to be provided by Contractor.
 - c. Enrollment in a managed charging program offered by a third party, subject to CPA’s prior written approval.

- d. Creation of a charging schedule and optimization plan, subject to CPA's prior written approval.
 - 2. Fleet vehicles purchased using funding provided under this Agreement must be owned by Participant.
- v. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, including, but not limited to, investor-owned utilities, South Coast Air Quality Management District, rebates, and state and federal grants. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs, as specified in the Funding Memo. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.
- vi. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.
- e. Intellectual Property. Participant agrees and acknowledges that all tools, templates, and other resources generated by the Contractor during the implementation of the Program will be the intellectual property of CPA.
- f. CPA Customer. As of the Effective Date, Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive services and financial reimbursement under this Agreement.
- g. Notice to Proceed. Participant shall provide to CPA a written notice to proceed ("Notice to Proceed") to commence charging infrastructure plans and site design services prior to Contractor commencing work on the Technical Services specified in Section 2.c.iii and 2.c.iv. The Notice to Proceed shall indicate that the Participant intends to move forward with constructing charging infrastructure.
- h. Fleet Composition, Facilities Information, and Energy Data. Participant agrees to share information with CPA and Contractor regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information including as-builts or architectural designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging.

- i. **Ongoing Data:** Participant agrees to provide CPA access to EV charging data through the charging operator's online portal or other system to be determined, and share EV charging data with CPA during the Term of this Agreement.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Fleet size is based on the total number of vehicles in the fleet and is determined when the scope and budget for the project are finalized.

Table: Project Scope and Budget

Contractor Services Provided	Services Selected by Participant	Budget for Small Fleet Services (less than 100 vehicles)¹	Budget for Medium Fleet Services (100-300 vehicles)
Fleet Replacement Plan		[\$6,000]	[\$10,000]
Energy Needs Assessment		[\$6,000]	[\$10,000]
Charging Infrastructure Plan (for selected facilities listed here)		[\$8,000]	[\$15,000]
Site-visit		[\$5,000]	[\$5,000]
Permit-ready site designs (per site)		[\$14,500]	[\$24,000]
Funding package overview		[\$5,000]	[\$5,000]
Managed Charging (Charging Schedule and Optimization Plan)		[\$12,000]	[\$12,000]
Subtotal for Technical Services			
Summarize how Participant intends to use Project Funding to implement recommendations (refer to eligible expenses in Exhibit A).			
Subtotal for Project Funding			
Indicate if Participant elects to receive Project Funding	THE CITY ELECTS NOT TO RECEIVE FUNDING FOR TECHNICAL SUPPORT AND WILL USE PROJECT FUNDS		

<p>only for electric vehicle and/or equipment purchase and not for Technical Services. Summarize how the funds will be used here. Participant will follow requirements in Exhibits A and C</p>	<p>FOR EV CHARGING INFRASTRUCTURE AND/OR EV VEHICLES ONLY</p>		
<p>Total Budget Requested</p>			

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget. A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

Fleet Electrification Measure	Reimbursement Amount Requested	Documentation Provided (Invoice, Purchase Receipt, etc.)	Total Project Funding Budget Assigned*	Remaining Budget
Electric vehicle purchase				
EV charging equipment, including warranties, service contracts, and/or subscription fees				
Installation costs for EV infrastructure				
Managed Charging (energy management) subscription and/or equipment costs				
Construction costs for charging infrastructure				
Additional expenses to be determined and approved by CPA				
Total Amounts				

*Project Funding budget refers to the budget amount remaining following the completion of Technical Services, as outlined in Exhibit A and Exhibit B.