



**South Coast  
Air Quality Management District**

Contract No. 09345  
Standard

This Contract consists of 16 pages.

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the South Bay Cities Council of Governments (referred to here as "CONTRACTOR") whose address is 5033 Rockvalley Road, Rancho Palos Verdes, California 90275.
  
2. RECITALS
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
  - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
  - D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
  - B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
  - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
  - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.

- E. CONTRACTOR shall ensure, through its contracts with any subcontractor(s), that employees and agents performing under this Contract shall abide by the requirements set forth in this clause.
4. TERM - The term of this Contract is from the date of execution by both parties to July 31, 2011, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties.
5. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 10. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
- B. AQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
6. INSURANCE
- A. CONTRACTOR warrants and represents that it does not have any employees and therefore it has no workers' compensation insurance. If CONTRACTOR subcontracts a portion of the work under this Contract, CONTRACTOR shall require subcontractor to have workers' compensation insurance in accordance with either California or other states' applicable statutory requirements.
- B. CONTRACTOR warrants and represents that it does not own or lease any automobiles and therefore, it has no automobile liability insurance. If CONTRACTOR subcontracts a portion of the work under this Contract CONTRACTOR shall require subcontractor to have automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
- C. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.

- D. If CONTRACTOR fails to require the insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
  - E. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
  - F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.
7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, indemnify, and defend AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents as a result of the performance of this Contract.
8. PAYMENT
- A. AQMD shall pay CONTRACTOR a fixed price of One Hundred Seventy Eight Thousand Eight Hundred Twenty Five Dollars (\$178,825) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Benigna Taylor, Technology Advancement.
  - B. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD's reasonable sole judgment.
9. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
- A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
  - B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
10. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in

writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Lisa Mirisola, Technology Advancement

CONTRACTOR: South Bay Cities Council of Governments  
5033 Rockvalley Road  
Rancho Palos Verdes, CA 90275  
Attn: Jacki Bacharach

11. EMPLOYEES OF CONTRACTOR

- A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- C. AQMD requires CONTRACTOR to be in compliance with all state and federal laws and regulations with respect to CONTRACTOR's employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

12. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.

- D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
- E. Take at CONTRACTOR expense, but at AQMD's option and in any event under AQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et seq. (Public Records Act).

13. PUBLICATION

- A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

14. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

15. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.
16. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
17. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
18. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
19. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
20. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
21. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
22. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
23. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
24. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
25. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a

a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, the AQMD shall not be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.

26. CITIZENSHIP AND ALIEN STATUS

- A. CONTRACTOR warrants that it fully complies, or will comply when applicable, with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
- B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

27. APPROVAL OF SUBCONTRACT

- A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
- B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
- C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

28. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

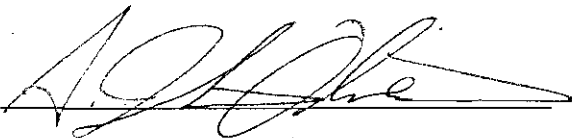
Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Kurt R. Wiese, General Counsel

By:  \_\_\_\_\_

//Standard Boilerplate  
Last Updated: 23 October 2008

**ATTACHMENT 1  
STATEMENT OF WORK FOR  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
(DEMONSTRATION OF NEIGHBORHOOD ELECTRIC VEHICLES)**

Achieving federal and state clean air standards in Southern California will require emission reductions from both mobile and stationary sources beyond those expected using current technologies. Passenger cars and light trucks account for most of these emissions. In addition, there are increasing concerns over greenhouse gas emissions from these vehicles and petroleum dependence from the heavy use of conventional technologies.

For many residents within the geographic boundaries of the South Coast Air Quality Management District, commutes and short trips can be accomplished solely on residential streets at speeds below 35 mph. Medium Speed Electric Vehicles, sometimes called Neighborhood Electric Vehicles (NEVs), are designed for such low-speed local trips in neighborhood and urban areas. NEVs are legal to register in California for use on all streets with a posted speed limit of 35 mph or less as long as the vehicles comply with the federal motor vehicle safety standards.

NEVs are zero-emission, battery-powered electric vehicles that travel at speeds up to 25 mph and have a driving range of 30 to 50 miles. The batteries are recharged through standard 110 volt outlets. If the battery charge is fully depleted, it takes eight hours to fully recharge, but it can get an 80% charge in four hours. NEVs are available in 2-, 3-, and 4-door models and are smaller to the typical gasoline sedan. They provide the same on-demand service as automobiles and take less space to park.

The program will promote NEVs to residents, businesses, municipalities and government entities in the South Bay and establish a website with driver's information. This demonstration project is for a period of up to 18 months.

**Task 1 – Market the Demonstration and Recruit Participants**

CONTRACTOR shall conduct local outreach to introduce the program to appropriate organizations, such as local government, employers, neighborhood associations, and senior services.

CONTRACTOR shall recruit NEV host sites and participants with potential for extensive vehicle use that are willing to accept rules for participation.

CONTRACTOR shall order at least five NEVs after obtaining quotes from vehicle providers such as ZENN, GEM, Miles, and Zap, or other vehicles certified by CARB, and submit a copy of the purchase order or equivalent to the AQMD.

## **Task 2 – Purchase Vehicles and Prepare for Use**

CONTRACTOR shall determine which vehicles meet SBCCOG operational needs for this demonstration including price, performance, operating time between charges, recharge time; and purchase a fleet of vehicles that best fit the budget.

CONTRACTOR shall ensure that a GPS unit is installed on each vehicle and liability insurance is acquired.

## **Task 3 – Prepare for Implementation**

CONTRACTOR shall provide an initial list of at least five participants that have executed agreements with SBCCOG.

CONTRACTOR shall develop a “driver’s kit” to assist in NEV operation, and post an online version on the project website with staff support information and related project links such as the SBCCOG’s Environmental Services Center.

CONTRACTOR shall provide NEV training to participants and invite AQMD representatives to any kick-off event, if arranged.

## **Task 4 – Conduct Demonstration**

CONTRACTOR shall monitor vehicle usage to ensure that the NEVs are being used regularly and address any operational issues.

CONTRACTOR shall rotate participants approximately every 3 to 6 months and gather feedback through rough appropriate means, such as pre- and post-demonstration surveys.

CONTRACTOR shall report on the vehicle operation quarterly by email to the AQMD Project Officer during the demonstration period.

**TIME SCHEDULE**  
**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**  
**(DEMONSTRATION OF NEIGHBORHOOD ELECTRIC VEHICLES)**

<u>Task</u>	<u>Completion Date from date of contract execution</u>
1 Market the Demonstration and Recruit Participants	6 months
2 Purchase Vehicles and Prepare for Use	6 months
3 Prepare for Implementation	8 months
4 Conduct NEV Demonstration	24 months

**SCHEDULE OF MILESTONES**

Submit Draft Final Report	21 months
Submit Final Report	24 months

**DELIVERABLES**  
**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**  
**(DEMONSTRATION OF NEIGHBORHOOD ELECTRIC VEHICLES)**

In addition to the deliverables set forth in the above referenced statement of work, CONTRACTOR shall supply the following reports to AQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, which shall include camera-ready originals.

1. Two stapled copies of each periodic progress report due by the 10<sup>th</sup> day of each month following the task completion date. **CONTRACTOR shall submit one copy of each progress report to AQMD'S Project Officer and one copy to AQMD'S Contract Administrator – Technology Advancement in conjunction with the invoice for the same period.** Each progress report shall include, but not be limited to, the following:

- a) Reference to AQMD contract number and title of project.
- b) Reporting time period (months, year).
- c) Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
- d) Discussion of work planned for the next reporting period.
- e) Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
- f) Discussion of cost status with respect to budget status and work completed to date, costs to date, explanation of any overruns, and steps being taken to bring costs back into line.

2. Three stapled copies of a draft final report for review, comment, and approval shall be submitted no later than 21 months following contract execution. CONTRACTOR shall submit two copies of the draft final report to AQMD'S Project Officer and one copy to AQMD'S Technology Advancement Staff Specialist assigned to contracts. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to AQMD in a separate report in which the trade secret information is specifically identified. AQMD agrees to treat such trade secret information in accordance with its Public Records Act guidelines relating to trade secret information. AQMD shall complete its review of the draft final report within four weeks of its receipt from CONTRACTOR. The draft final report shall include, but not be limited to, the following:

- a) Reference to AQMD contract number and title of project.
- b) A short Executive Summary including project background and objectives.
- c) A detailed description of the scope of work.
- d) An evaluation of the use of neighborhood electric vehicles in this application.
- e) Color photographs of the neighborhood vehicles in operation in the South Bay Cities, and two sets of 35 mm slides or electronic files (.jpg)

- f) Results – a discussion of the expected project results versus what was actually achieved.
- g) Costs – a comparison and discussion of expected versus actual AQMD contract costs.
- h) Problems – a discussion of significant problems encountered during the contract and how they were resolved.

3. CONTRACTOR shall submit three stapled originals of the final report, incorporating AQMD'S comments, no later than 24 months after contract execution. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to AQMD in a separate report in which the trade secret information is specifically identified. AQMD agrees to treat trade secret information in accordance with its Public Records Act guidelines relating to trade secret information.

4. CONTRACTOR shall submit a 2-page project synopsis, along with the final report. Attachment 3 to this contract provides the format and content to be used for this synopsis. In addition to a hard copy of this synopsis, CONTRACTOR shall provide the synopsis in an electronic version, using Microsoft WORD 97 or compatible version.

5. Each year for the life of this contract, CONTRACTOR shall submit a two-page progress update on the funded project for distribution at AQMD'S annual CONTRACTOR'S Review Meeting, held at AQMD'S headquarters. At AQMD'S discretion, CONTRACTOR shall make a 15-minute oral presentation about the project at said meeting. AQMD shall provide CONTRACTOR with sufficient advance notice of the exact dates, procedures, formatting, etc., for the written summary and oral report.

**ATTACHMENT 2  
PAYMENT SCHEDULE FOR  
SOUTH BAY CITIES COUNCIL OF GOVERNMENT  
(DEMONSTRATION OF NEIGHBORHOOD ELECTRIC VEHICLES)**

AQMD shall contribute \$178,825 to this project.

<u>Deliverable</u>	<u>Completion Date from Contract Execution</u>	<u>Amount (\$)</u>
Task 1	6 months	\$21,140
Task 2	6 months	\$91,640
Task 3	8 months	\$30,940
Task 4	24 months	\$35,105
Draft Final	21 months	
Final Report	24 months	
<b>Total AQMD Cost Not-To Exceed</b>		<b>\$178,825</b>

# ATTACHMENT 3

AQMD Contract #

Date of Publication (as month year)

## Project Title

### Contractor

Prime contractor and significant subcontractors.

### Cosponsors

List cosponsors from highest contributor to lowest.

### Project Officer

AQMD project manager name.

the development / testing / delivery of hardware (if applicable). If the project was terminated or ended prematurely you still need to file this report. Regardless of how it ended, per SB 199 you must describe any unanticipated problems that were encountered during the project, and how they were (or were not) resolved. If "fatal" problems were encountered, this section will be the heart of the report, since it would be unlikely that major benefits or emissions reductions were realized in a terminated project.

### Background

This section is a brief introduction describing the need for the technology and/or clean fuel, as defined by rules and regulations / mandates of AQMD, ARB, EPA, DOE, etc. If applicable, describe other relevant factors, such as economic issues, energy savings, etc.

*Picture of technology that has been supported with AQMD/Technology Advancement cosponsorship, if applicable. The picture, preferably a photograph, should clearly illustrate the technology. The size of the image should be about 3x3 to fit this two column format. The picture of the technology should be positioned on the front page*

### Project Objective

This section should briefly describe the project objectives as originally stated in the Board (or EO) letter. If the objective evolved significantly during the contracting procedure, it should be noted how and why.

### Results

This section summarizes all available emissions results and key performance characteristics. Performance is meant in the broadest terms, including (as applicable) emissions, energy efficiency, operation and maintenance requirements, overall environmental impacts, and performance tradeoffs. The primary emphasis of this section is the presentation of project data.

### Technology Description

This section describes the general principles of operation and emissions control approach of the technology and/or clean fuel involved in the project.

Performance results should be summarized using clear, graphical depictions whenever possible:

If applicable, discuss how the principle of operation differs from other, currently available equipment. This includes describing what the "advancement" actually is over currently available technologies.

*Graph or table summarizing key performance characteristics. Graphs are preferred over tables when possible. Graphical data presented should show the most representative data of the project's/technology's performance. One graph would be preferred, but no more than two data presentations in this document.*

### Status

This section describes the status or progress of the project. If the project was completed, provide the date of completion and note that the final report is on file with complete technical details of the project. Describe major project events, such as

Measured performance is to be compared with the objectives/goals set for the project. Comparisons should focus on targeted emissions reductions and/or other key performance goals (e.g. range for electric vehicles).

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There should also be a brief discussion of performance tradeoffs. That is, did achieving one performance characteristic goal, such as emissions, compromise another performance characteristic, such as efficiency.

### **Benefits**

This section crystallizes the above-noted performance characteristics into project benefits, e.g., reduced emissions, increased efficiency, reduced global warming gases, or other environmental benefits. The potential emissions inventory impact of this technology applied in the South Coast Air Basin must be estimated based on performance results of this project and some estimate of market penetration (concisely state assumptions).

It clearly describes how those actual benefits compare with the benefits that were anticipated at the project's start. Be as detailed as possible, including discussion of overall environmental impacts and benefits. Address the question of whether the technology may reduce an air pollutant while improving (or worsening) problems with water pollution, solid waste, global warming, toxic emissions, etc.

### **Project Costs**

This brief section describes the actual costs of the program (AQMD's funding contribution as well as the overall cost sharing) and how they compare with the originally projected costs of the project as stated in the Board (or EO) letter. Cost information can be presented graphically, in a table, or in paragraph form. This section does not address cost effectiveness or cost of commercialization.

### **Commercialization and Applications**

This section describes the anticipated or potential applications of the demonstrated technology and/or clean fuel. If applicable, discuss follow on projects to further improve the technology. If available or applicable, discuss expected costs of control and cost-effectiveness in the context of currently available technologies. Cost data should be noted as estimates or projections, especially since TA projects are often "first of a kind."

Prospects for commercialization should include a discussion of the potential size of the target or

primary market, and if there is another market segment or application that could use the technology. Discussion of the commercial status of the technology should address questions such as: (1) how close to a commercial product is it; (2) what work remains to bring it to market; (3) when could it be made commercially available and competitive; and (4) what barriers remain before the technology can be commercialized.