

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of May 28, 2015 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and UCLA Luskin Center for Innovation ("Consultant").

RECITALS

A. SBCCOG desires to utilize the services of Consultant as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A, to assist the with Electric Vehicle Charging Station (EVCS) Siting and Installation Process in the South Bay Cities

B. The goals of this program are to: (1) provide the SBCCOG prioritization strategies to conduct outreach to MUD owners and homeowners' associations (HOAs) with the greatest potential for tenant demand in EVCS installation with the 15 cities within Southern California Edison (SCE) territory; (2) make accessible a MUD Installation Tool Kit; and, (3) share results of with SCE to improve the EVCS installation process.

C. Consultant represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Services.

1.1 The nature and scope of the specific services to be performed by Consultant are as described in Exhibit A, attached hereto and incorporated herein by reference.

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the Consultant assumes full responsibility to manage and produce the program.

1.3 SBCCOG and participating agencies shall provide all relevant documentation in their possession to the Consultant upon request in order to minimize duplication of efforts. The SBCCOG staff shall work with the Consultant as necessary to facilitate performance of the services.

2. **Term of Agreement.** This Contract shall take effect March 19, 2015 and shall continue until 1/30/17 unless earlier terminated pursuant to the provisions of paragraph 13 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes

3. **Compensation.** SBCCOG shall pay for services based on the not to exceed budget of \$111,425.

4. **Terms of Payment.** Consultant shall submit monthly invoices for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. SBCCOG shall pay the invoices within sixty (60) days of receipt.

5. **Parties' Representatives.** Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the Consultant shall be coordinated with this person. J.R. DeShazo shall be in charge of the project for the Consultant on all

matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

6. Addresses.

SBCCOG:

South Bay Cities Council of Governments
20285 Western Avenue, Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

Consultant:

UCLA Luskin Center for Innovation
3323 Public Affairs Building
Box 951656
Los Angeles, CA 90095
Attention: J.R. DeShazo, Director

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG or any participating agency or otherwise act on behalf of SBCCOG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG.

B. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG harmless from any failure of Consultant to comply with applicable worker's compensation laws.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9. Indemnification. Consultant agrees to indemnify the SBCCOG and participating public agencies, their respective officers, staff consultants, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of Consultant, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the SBCCOG or a participating agency.

10. Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers,

employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

11. Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12. Ownership of Materials. All materials provided by Consultant in the performance of this Agreement shall be and remain the property of SBCCOG and its partner organizations without restriction or limitation upon their use or dissemination by SBCCOG. The consultant will retain non-exclusive perpetual rights to the use of material developed under this contract.

13. Conflict of Interest. It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the participating agencies for the limited purpose of implementation of this project.

14. Termination. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

15. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Consultant to exclude any employee from performing services on SBCCOG's premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of SBCCOG, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

20. Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

21. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22. Notices. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
J.R. DeShazo – deshazo@ucla.edu

23. **Governing Law.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25. **Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary.

26. **Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"

"SBCCOG"

South Bay Cities Council of Governments

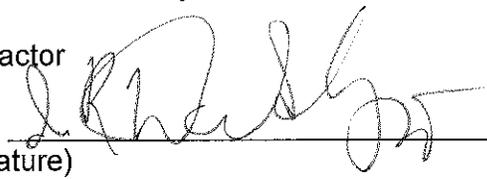
By: _____
James F. Goodhart (Signature)

Title: _____

Date: _____

Attest: _____
SBCCOG Secretary

Contractor

By:  _____
(Signature)

J.R. DeShazo

(Typed or Printed Name)

Title: _____ Director _____

Date: _____ May 11, 2015 _____

EXHIBIT A

California Energy Commission PON 14-603: Zero Emission Vehicles Readiness

Scope of Work: The goal of this Agreement is to provide the South Bay Cities County of Governments (SBCCOG) prioritization strategies to conduct outreach to MUD owners and homeowners' associations (HOAs) with the greatest potential for tenant demand in EVCS installation with the 15 cities within the Southern California Edison (SCE) territory as specified in the South Bay Cities Plug-In Electric Vehicle Deployment Plan ("SB PEV Plan"). Another goal of the agreement is to make accessible a MUD Installation Tool Kit ("Tool Kit"), and share the results of these two goals with SCE to improve the EVCS installation process. Lastly, the compiled data will also be analyzed for economic and environmental impacts.

The objectives of this project are to understand 1) how EVCS installation costs vary across distinct MUD types and how these varying costs and additional burdens are precluding MUD owners from installing EVCS; 2) identify where demand of PEV is highest among MUD residents, 3) identify high priority MUDs for EVCS siting and installation demonstration or pilot projects based on locations that exhibit high PEV demand and low EVCS installation costs among other conditions; 4) provide an education tool kit for MUD owners to install EVCS and provide tenants an effective PEV charging environment.

TASK 1 PRIORITIZING MUD EVCS SITING IN THE SOUTH BAY CITIES

TASK 1.1 EVCS INSTALLATION CASE STUDIES: ESTIMATING COSTS AND OTHER BARRIERS

The goal of this task is to identify specific categories of MUDs within the SBCCOG and describe the EVCS installation cost characteristics and other unique EVCS installation burdens across these categories. Ultimately, Task 1.1 will capture any installation cost and additional barrier themes that emerge across MUD types and inform the MUD EVCS siting goals.

The UCLA Luskin Center shall

- Group different types of MUDs within SBCCOG into specific identifiable categories.
- Determine the cost characteristics of each MUD category. The Recipient shall obtain permission to visit 3 to 4 MUD sites for each MUD category and estimate the cost of EVCS installation with a standard EVCS installer upon each site visit.
- Estimate the cost of scaling the EVCS service for each MUD category.
- Identify additional EVCS installation burdens for MUD property owners. The Recipient shall interview 3 to 4 MUD property owners for each MUD category.

Products:

- Task 1.1 sections of the "Prioritizing EVCS Siting in the South Bay Cities" draft report
- Task 1.1 sections of the "Prioritizing EVCS Siting in the South Bay Cities" final report

TASK 1.2 IDENTIFYING MUD RESIDENTS WITH HIGH PEV DEMAND

The goal of this task is to identify specific census tracts with MUD residents who are most likely to be purchasers of PEVs. Ultimately, Task 1.2 will identify locational and socioeconomic attributes that characterize MUD residents in high PEV demand areas and will also inform the MUD EVCS siting goals.

The UCLA Luskin Center shall:

- Identify high demand MUD residents using two methods:
 - By census tracts that currently have high PEV adoption among adjacent single family residents
 - By census tracts that are predominantly MUD but have the same socioeconomic profile as PEV purchasers in single family residents
- Identify MUDs who encounter a low supply of EVCS access

Products:

- Task 1.2 sections of the “Prioritizing EVCS Siting in the South Bay Cities” draft report
- Task 1.2 sections of the “Prioritizing EVCS Siting in the South Bay Cities” final report

TASK 1.3 IDENTIFYING HIGH PRIORITY MUDS

The goal of this task is provide planners for the cities of South Bay a resource that describes the MUD landscape and ultimately allows for the identification of high priority MUDs for outreach and/or demonstration or pilot projects. Prioritization will be based on lowest cost of EVCS installation as determined by Task 1.1, and highest demand for PEVs and lowest supply of EVCS as determined by Task 1.2, and the South Bay Cities PEV Deployment Plan.

The UCLA Luskin Center shall:

- Identify the location, number, and spatial concentrations of MUDs without on-site parking within each city where alternative refueling strategies such as workplace or MUD-adjacent solutions will be needed.
- Identify the frequency distribution (i.e., percentages) of the different types of MUDs by building type, age, and location within each city.
- Identify the frequency distribution of the different types of MUDs based on the cost categories IDENTIFIED in Task 2.1. The recipient shall also map the MUDs based on different cost categories.
- Characterize for each city the:
 - Most prevalent MUD building types,
 - MUD building types that house the largest share of residents, and
 - MUD building types with lowest likely costs of supplying charging infrastructure based on Task 2.1.
- Identify top priority MUDs within the SBCCOG for outreach and/or potential demonstration or pilot projects. The Recipient shall use three primary evaluation criteria based on data from the South Bay Cities PEV Deployment Plan, Task 2 and Task 3 including 1) MUDs where PEV demand is highest 2) MUDs where charging supply is lowest 3) MUDs where EVCS installation costs and other burdens are lowest.
- Prepare the “Prioritizing MUD EVCS Siting in the South Bay Cities” Report. This Task Report shall include, but is not limited to:
 - The goal of the task
 - The description of the approach used
 - List of activities performed
 - Description of the results and to what degree the goal was achieved;
 - Significant issues encountered and how they were addressed;
 - A discussion of the implications regarding the success or failure of the results, and the effect on the budget and the overall objectives of the project.

Products:

- Task 2.3 sections of the “Prioritizing EVCS Siting in the South Bay Cities” draft report
- Task 2.3 sections of the “Prioritizing EVCS Siting in the South Bay Cities” final report
- “Prioritizing EVCS Siting in the South Bay Cities” will be made available on the South Bay Cities Council of Governments website

TASK 2 EVCS INSTALLATION PROCESS: A TOOLKIT FOR THE MUD OWNER

The goal of this task is provide MUD owners within the SBCCOG an education resource that describes the array of costs for MUD EVCS installation and provides recommendations for those MUD owners interested in providing tenants charging access. The results of this resource will also be shared and discussed at a MUD EVCS workshop hosted by the SBCCOG.

The UCLA Luskin Center shall:

- Characterize the financial costs and management burden to owners of supplying infrastructure across different types of MUDs.
- Characterize the costs to PEV drivers of charging in MUDs (under different cost-recovery systems) and how they will compare to charging at single-family homes.
- Describe the best practices for multi-PEV-tenant charging scenarios including different cost-recovery schemes and parking assignment systems.
- Identify and analyze successful MUD EVCS installation cases where property owners have responded and installed adequate EVCS.
- Interview MUD property owners from each MUD category to identify the greatest concerns and outstanding questions.
- Interview MUD residents from each MUD category to identify the greatest concerns, largest barriers to ownership and outstanding questions.
- Interview EVCS installers to help clarify and identify best practices and significant gaps in the installation process
- Host a MUD EVCS workshop to discuss toolkit and allow MUD property owners to discuss concerns, questions and opportunities
- Prepare the PEV Charging for MUD Owners Report. This Task Report shall include, but is not limited to:
 - The goal of the task
 - The description of the approach used
 - List of activities performed
 - Description of the results and to what degree the goal was achieved;
 - Significant issues encountered and how they were addressed;
 - A discussion of the implications regarding the success or failure of the results, and the effect on the budget and the overall objectives of the project.

Products:

- Draft PEV Charging for MUD Owners Task Report
- Final PEV Charging for MUD Owners Task Report
- “SBCCOG PEV Charging for MUD Owners” report will be made available on the South Bay Cities Council of Governments website
- MUD EVCS Workshop

TASK 3 DATA COLLECTION AND ANALYSIS

Operational data from the project will also be collected to analyze that data for economic and environmental impacts, and data and analysis will be included in Final Report.

- Develop data collection test plan.
- Troubleshoot any issues identified.
- Collect 6 months of throughput, usage, and operations data from the project including, but not limited to:
 - Maximum capacity of the new fueling system
 - Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
 - Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Non-methane hydrocarbons plus oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
 - Duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
 - Specific jobs and economic development resulting from this project
- Identify any current and planned use of renewable energy at the facility.
- Identify the source of the alternative fuel.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Task 3.1 section for "data collection information and analysis" for draft final report
- Task 3.1 section for "data collection information and analysis" for final report

Staffing: This project will involve the following research and administrative staff:

Principal Investigator: J.R. DeShazo, UCLA

Co-Principal Investigator: Manuel Pastor, USC

Project Manager: Alex Turek, UCLA

GIS and Data Analyst: Norman Wong, UCLA

Report Layout and Design: Susan Woodward, UCLA

Budget: This project will require the following budgeted amounts:

UCLA Luskin Center for Innovation: \$111,425

Timeline: The project will end January 30, 2017 and will commence March 19, 2015.