

RESOLUTION NO. 5046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN "ELECTRIC VEHICLE INCENTIVE REPLACEMENT PROGRAM REIMBURSEMENT AGREEMENT" WITH THE MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF SOLEDAD IN THE AMOUNT OF \$27,000 FOR THE PURCHASE OF ONE NISSAN LEAF EV VEHICLE, AND TO PURCHASE SAID VEHICLE IN THE AMOUNT OF \$30,907.51 FROM "MY NISSAN" IN SALINAS, CALIFORNIA

WHEREAS, the City of Soledad submitted an application on June 25, 2014~~5~~ for the Monterey Bay Unified Air Pollution Control District's (MBUPCD) EV Replacement Incentive Program, 2014, and received an award letter November 14, 2014; and

WHEREAS, the proposed agreement provides a voucher in the amount of \$27,000 to purchase an all-electric Nissan Leaf; and

WHEREAS, the new electric vehicle will replace a high emissions, very low value 1999 Ford Crown Victoria pool vehicle, which must be scrapped as a condition of this agreement; and

WHEREAS, the MBUPCD voucher specifies it is for purchase specifically of a Nissan Leaf EV; and

WHEREAS, the City received the attached quote from My Nissan for a total amount of \$30,907.51 for a 2015 Nissan Leaf EV; and

WHEREAS, Staff recommends that Council approve the agreement and authorize the purchase as per the attached quote; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Soledad, as follows:

1. The "Electric Vehicle Incentive Replacement Program Reimbursement Agreement" with the Monterey Bay Unified Air Pollution Control District in the Amount of \$27,000.00, a copy of which is attached hereto as Exhibit "A" and by reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.
2. The City Manager is authorized to purchase one 2015 Nissan Leaf Electric Vehicle in the Amount of \$30,907.51 from "My Nissan" in Salinas, California.
3. Staff is directed to sell as scrap (destroy) or otherwise dispose of a City owned 1999 Ford Crown Victoria, VIN 2FAFP71W1XX163890

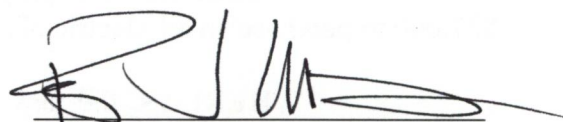
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 7th of January, 2015 by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None.

ABSTAIN, Councilmembers: None.

ABSENT, Councilmembers: None.



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk

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MONTEREY BAY
UNIFIED APCD

2015 JAN 26

Electric Vehicle Incentive Replacement Program

Reimbursement Agreement

between the

Monterey Bay Unified Air Pollution Control District

and

City of Soledad

The purpose of the Electric Vehicle (EV) Incentive Replacement Program is to fund the purchase of new 100% battery electric vehicles for public agency fleets thereby promoting the use of alternative-fuel technologies and zero-emission vehicles. Pursuant to this Reimbursement Agreement ("Agreement") the Monterey Bay Unified Air Pollution Control District (hereafter referred to as "District") hereby agrees to reimburse City of Soledad (hereafter referred to as "Recipient") for the purchase of one (1) Nissan Leaf EV, to be owned and operated by Recipient. The amount of the reimbursement shall not exceed \$27,000 in District funds from the AB2766 Motor Vehicle Emission Reduction Program.

A. General Agreements

1. Both parties shall execute this Agreement before the District is obligated to reimburse the Recipient for any expenses.
2. The Start Date shall be the date upon which both parties have signed the voucher agreement.
3. The Completion Date shall be the date the EV is delivered to the Recipient.
4. The Expiration Date shall be one year from the Start Date.
5. The purchase of an EV shall not otherwise be required by any local, state, and/or federal rule, regulation or MOU currently in effect.
6. Rights to the emissions reductions resulting from the Project shall not be claimed by Recipient as emissions reduction credits or in an averaging, banking, and trading program.
7. All EVs purchased with voucher funds shall come with a standard manufacturer's warranty and shall be operated according to the manufacturer's specified recommendations.
8. All EVs shall be registered by the CA Department of Motor Vehicles and have at least 75% of the total miles driven and be domiciled within the boundaries of the Monterey Bay Unified Air Pollution Control District.
9. At the sole option of the District, Recipient shall place, or allow the District to place, a logo on a prominent location of the EV(s). The logo design, style, color and placement are the exclusive right of the District.
10. Recipient shall defend, indemnify, and hold District, its officers, agents, employees and volunteers harmless from any and all losses, costs, damages, fines or expenses (including

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attorney fees, court costs and expert witness fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of responsibilities required of Recipient by this Agreement, or which are related in any way to the Project or the EV(s).

B. Recipient Responsibilities

1. The signer of this Agreement affirms his or her legal authority to bind Recipient to the terms of this Agreement, understands and agrees to operate the EV(s) according to the terms of the Agreement, and to not sell or gift that EV(s) to any other party, without prior written permission from District until three years after the Completion Date.
2. Recipient shall execute this Agreement within thirty (30) days of November 14, 2014.
3. Recipient shall purchase the EV and request reimbursement from the District pursuant to this Agreement prior to the Expiration Date, unless otherwise extended as set forth in this Agreement.
4. Recipient hereby acknowledges and agrees that purchase of the EV(s) is an informed and voluntary act and the District makes no representation or guarantee regarding quality, condition, safety or proposed use of any EV(s) purchased under this Agreement.
5. Recipient shall maintain and operate the EV(s) in accordance with the manufacturer's specifications and intended use and shall not modify the EV(s) in any manner inconsistent with such specifications
6. Recipient shall operate the EV as a replacement for an existing gasoline or diesel powered fleet vehicle. Recipient shall provide evidence satisfactory to the District that the EV is being operated as such a replacement, and shall certify to the District that the replaced vehicle was in operation prior to its replacement, has been taken out of service and replaced with the EV, and has either been destroyed or sold out of the State of California within a reasonable time after the vehicle has been replaced. Recipient shall use the certification form enclosed as Attachment 5 for such certification, which shall be returned to the District within ninety (90) days of the replacement.
7. Recipient shall comply with all applicable District, federal, state and local laws and regulations, and shall obtain all permits, approvals or clearances required to implement the Project, including any necessary District permits.
8. Recipient shall invoice the District for reimbursement of the purchase of the EV(s) as described in Attachment 2, and provide supporting documentation in a manner and form satisfactory to District staff.
9. Recipient shall submit Annual Mileage Reports for three years after the Completion Date as set forth in Attachment 3. Notwithstanding any other provision of this Agreement, the obligation to submit Annual Mileage Reports and retain records shall continue past the Completion Date until all required Annual Mileage Reports are submitted, as more fully set forth in Attachment 3.

C. District Responsibilities

1. In consideration of Recipient's performance under this Agreement, District shall reimburse Recipient for the cost of purchasing the EV(s), said reimbursement being limited to the amount set forth on page 1 of this Agreement. District shall not be

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- obligated to reimburse Recipient for any other expenses associated with the EV(s) or the Project, other than the purchase price of the EV(s).
2. District may withhold reimbursement for the EV(s) if Recipient has unmet obligation(s) under this Agreement.
 3. District staff shall respond promptly to any Recipient questions regarding this Agreement.
 4. District shall make payment within ten (10) working days of District's approval of the invoice submitted by Recipient.
 5. Should Recipient be found to be noncompliant with the terms of this Agreement, the District may seek relief by any remedies available under law, including a right to cancel the Agreement and/or demand that Recipient reimburse to District all or a portion of the voucher.

D. Correspondence

All notices, invoices, or correspondence between the parties to this Agreement shall be sent via first class mail using the addresses shown below, which may only be changed by written notice to the other party.

For all Invoices, District:


Accounting Division
EV Incentive Replacement Program
MBUAPCD
24580 Silver Cloud Court
Monterey, CA 93940

For all other items, District:

Alan Romero
MBUAPCD
24580 Silver Cloud Court
Monterey, CA 93940
Tel (831) 647-9418 x 241; Fax (831) 647-8501; aromero@mbuapcd.org

Recipient:

Don Wilcox
Public Works Director
City of Soledad
248 Main Street
PO Box 156
Soledad, CA 93960



E. Instructions for Payment

Check One:

Recipient requests payment to be made by 1-party check, said check to be payable only to Recipient.

Recipient requests payment to be made by 1-party check, said check to be payable only to the vendor designated below:

Vendor:

Name: MY NISSAN

Address: 444 AUTO CENTER CIRCLE

City, State, Zip code: SALINAS, CA 93907 Telephone: (831) 444-8888

Recipient requests payment to be made by 2-party check, said check to be payable to Recipient and the vendor designated below:

Vendor:

Name: _____

Address: _____

City, State, Zip code: _____ Telephone: _____

F. Assignment and Delegation

1. This Agreement and any benefits associated herewith may not be assigned without the prior written agreement of District.
2. Recipient may not delegate any duty or obligation to render performance under this Agreement, or assign payment of funds due under this Agreement except as provided herein, without prior written permission of District.

G. Severability

If any clause or term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

H. Entire Agreement

1. This Agreement and Attachments 1 through 5 contain the entire Agreement and all rights and obligations of the parties.
2. Any amendment to this Agreement may be proposed in writing by either party and shall be signed and dated by both parties before it becomes effective. Oral representations by either party or their representatives shall have no binding force or effect.

I. Termination

1. Unless otherwise agreed in writing between the parties to this Agreement, this Agreement

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shall expire on the Expiration Date.

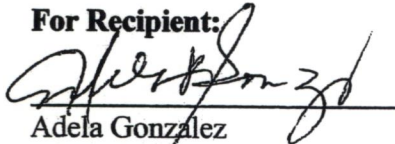
J. Stop Notice

1. District may issue a Stop Notice to Recipient should any of the following occur:
 - a) Breach, or failure to abide by any terms or conditions of this Agreement;
 - b) Assignment of any benefits of this Agreement, or delegation of any duties due under this Agreement to a third party;
 - c) Bankruptcy, or dissolution of Recipient;
 - d) Failure by Recipient to perform duties and responsibilities in a timely, professional or competent manner;
 - e) Failure by Recipient to make reasonable progress toward implementing this Agreement.
2. Upon receipt of a Stop Notice Recipient shall cease implementation of the Project by the date indicated in the notice.

K. Acceptance

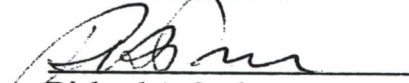
The undersigned authorized representatives of the parties to this Agreement do hereby agree to abide by all the terms and conditions of this Agreement:

For Recipient:


Adela Gonzalez
City Manager

Date: 01/23/15

For District:


Richard A. Stedman
Air Pollution Control Officer

Date: 1/26/15

APPROVED AS TO FORM:

Leslie J. Girard
District Counsel



ATTACHMENT 1 - STATEMENTS AND CERTIFICATIONS EV Incentive Replacement Program

A. Disclosure of Funds Statement

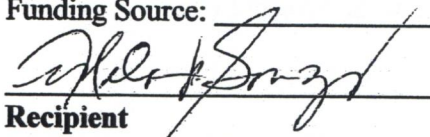
I certify that I shall not submit another application or sign another agreement or contract for the same specific EV(s) designated in this Agreement, with any other source of funds, including but not limited to other Air Districts or the ARB for a multi-district project.

Recipient has received prior incentive funding for this project EV(s):

Yes No

If yes:

Funding Source: _____ Amount: \$ _____ Contract Term: _____ (years)

 _____
1-23-2015
Date

Recipient _____
Date

Print name and title: Adela P. Gonzalez, City Manager

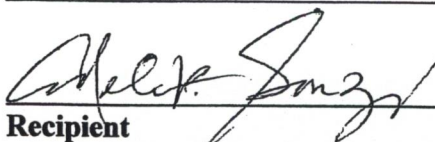
B. Conflict of Interest Certification

I certify that no principal, director, or executive ("principal") of Recipient is a member of the Board of Directors, Advisory Committee, Hearing Board, any other District committee, or staff member of District, with exceptions noted below, if any.

I further certify that no principal of Recipient has any economic relationship with a member of the Board of Directors, Advisory Committee, Hearing Board, or any staff member of District with exceptions noted below, if any.

Non-disclosure of either a membership or economic relationship with District is a breach of this Agreement and allows District to terminate the Agreement.

Exceptions (if any, use extra sheets if necessary):

 _____
1-23-2015
Date

Recipient _____
Date

Print name and title: Adela P. Gonzalez, City Manager

This concludes Attachment 1

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ATTACHMENT 2 – REIMBURSEMENT REQUEST INSTRUCTIONS EV Incentive Replacement Program

A. General. Recipient shall use the form on the following page (**1 page plus attachments**) to request payment to a vendor or reimbursement to Recipient for the purchase of the EV(s) (“Reimbursement Request”). Reimbursement Requests shall be approved by District staff prior to reimbursement. Recipient shall provide supporting documentation satisfactory to District staff. Reimbursement Requests shall include original, ink signature of Recipient, sent by U.S. Mail or hand delivered to District, marked “Attention: Accounting Division.”

B. Cover Letter. Use the form on the following page to submit your Voucher Invoice. **Do not use white-out.**

C. Attachments to Reimbursement Request. Include the following attachments to the cover letter (copies are acceptable):

1. Invoices must be itemized.
 - If payment is solely to Recipient itemized receipts or invoices must be marked “Paid,” or attach cashed checks.
 - If payment is solely to vendor attach unpaid itemized invoices or Recipient’s purchase orders.
 - If payment is by two-party check attach unpaid itemized invoices or Recipient’s purchase orders.
2. Manufacturer’s written certificate of warranty for all EVs covering parts and labor for at least one year or equivalent use.
3. Any other expenses or payment documentation as requested by District.

D. Reimbursement Request Processing. District shall pay the invoiced amount within 10 working days of the following conditions being met:

1. An original Reimbursement Request signed by Recipient was delivered to District in accordance with this Agreement and was approved by District;
2. District has conducted a Completion/Post Inspection of the EV(s).
3. District has found that the Recipient has met all applicable terms and conditions of the Agreement.

Recipient Initials Here:

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Reimbursement Request

Mail To:
MBUAPCD
ATTN: Accounting Division
24580 Silver Cloud Court
Monterey, CA 93940
(831) 647-9411

This letter is to request reimbursement for the following project:

1. Project Identification

Voucher Number: 15-33 Name/Title of Recipient: City of Soledad
Mailing Address: 248 Main Street, Soledad, CA 93960 Phone Number: 831-223-5016

2. Description of Expenditures: (Identify make/model, model year, VIN and license plate number of the EV(s))

3. Amount of Reimbursement Request: \$27,000.00

(State the exact amount requested for reimbursement. Invoices will not be paid above the voucher amount.)

Less than voucher amount? (yes/no): No

Is this the final invoice? (yes/no): Yes

4. Amount previously Reimbursed (if any): -0-

5. Instructions for Payment: _____

(Submit documentation that all voucher-eligible expenses, for which reimbursement is requested, have been paid.)

6. Is this a two-party check? (yes/no): No

(Recipient must have specified in the Agreement, Section H.)

7. Payee Identification: 94-6000432

(Federal of State Employer Identification Number, or Social Security Number of Recipient AND, if two-party check is requested, the vendor/supplier.)

8: Signature:


I certify that all expenditures for which reimbursement is hereby requested, occurred for the purposes stated in this invoice.

Adela P. Gonzalez
Print Name


Recipient Signature

1-23-2015
Date

This concludes Attachment 2



ATTACHMENT 3 - INSTRUCTIONS FOR MILEAGE REPORTS EV Incentive Replacement Program

1. **Reports Required.** Annual Mileage Reports are required as described below from the Recipient to the District for three consecutive years after the Completion Date.
2. **Schedule of Reports.** Recipient's first Annual Mileage Report shall be through December 31 of the calendar year of the Start Date. Subsequent Annual Mileage Reports shall cover a full calendar year and shall be due by January 30 of the following year.
3. **Content of Reports.** Each Annual Mileage Report shall report EV miles driven for the periods set forth above. The report shall also describe any major repairs or modifications, malfunctions, and/or replacement of the EV(s) during the year.
4. **How to report.** Recipient shall submit annual mileage reports via email, fax or hard copy mail to the District by the date required.
5. **Record Retention.** Recipient shall retain all use, repair, and maintenance records for a minimum of three (3) years the Completion Date.
6. **Noncompliance.** Noncompliance with the reporting requirements shall require on-site monitoring or inspection(s).

This concludes Attachment 3



ATTACHMENT 5 – REPLACEMENT CERTIFICATION EV Incentive Replacement Program

Replacement Certification Form

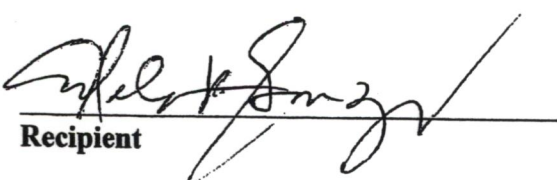
I certify that the below described Replaced Vehicle(s) was in operation as of the Start Date, and has been taken out of operation and replaced with the EV(s). I further certify that the below described Replaced Vehicle(s) has been (check one) destroyed; will be destroyed by _____ [indicate date; subsequent certification must be provided upon destruction]; sold out of the State of California [copy of sales receipt required to be enclosed]; or is in the process of being sold out of the State of California. [If in the process, please describe in detail below your efforts to sell the Replaced EV; subsequent certification required upon sale.]

Description of Replaced Vehicle(s) (include make, model, VIN and license plate number):

1999 FORD, VIN 2FAFP71W1XX163890, LICENSE PLATES 1021148

Efforts to sell Replaced Vehicle(s) out of the State of California:

N/A




Recipient

1-23-2015
Date

Print name and title: Adela P. Gonzalez, City Manager

Recipient Initials Here:



This concludes Attachment 5