



**MEMORANDUM OF AGREEMENT  
TO IMPLEMENT LEVEL 2 AND DC FAST CHARGING  
ELECTRICAL VEHICLE SUPPLY EQUIPMENT  
SOCAL EV READY PROGRAM**

This Memorandum of Agreement (hereinafter called "Agreement") is made by and between the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, USA, and City of X (referred to here as "CITY") whose address is X.

**I. RECITALS**

1. The Southern California Electric Vehicle ("SoCalEV") Regional Collaborative received a grant from the California Energy Commission ("CEC") for the installation of electric vehicle ("EV") charging infrastructure in Southern California, and the AQMD is administering the grant on behalf of the Collaborative.
2. The purpose of this Agreement is for AQMD to provide CITY with funding towards additional Level 2 or DC fast charging Electrical Vehicle Supply Equipment ("EVSE") and for CITY to provide AQMD with assistance in collecting information regarding EVSE usage, as described below.

**II. TERMS AND CONDITIONS**

1. The Recitals to this Agreement, above, are hereby incorporated herein and made a part hereof.
2. This Agreement shall be in full force and effect when signed by all the parties and shall remain in effect until December 15, 2014.
3. This Agreement may be terminated in whole or in part by either party with thirty (30) days' written notice. If CITY terminates the Agreement, CITY shall reimburse AQMD in the amounts already paid by AQMD under this MOA and AQMD shall not be responsible for the cost of removing the EVSE.
4. CITY shall select the EVSE to be installed from vendors listed on AQMD's SoCalEV webpage at [http://www.aqmd.gov/tao/Demonstration/ElectricHybrid/SoCalEV\\_Ready\\_Program.htm](http://www.aqmd.gov/tao/Demonstration/ElectricHybrid/SoCalEV_Ready_Program.htm). AQMD shall pay up to Two Thousand Five Hundred Dollars (\$2,500) per EVSE towards hardware and/or installation costs. The remaining costs shall be the responsibility of the CITY. CITY may opt to have the EVSE installation performed by its own workers or by outside vendors.
5. CITY shall select hardware capable of data collection for each EVSE at each location, including charging use, electricity use, operating costs, and electricity rates including time of use rates. CITY has the option of installing hardware and/or software for revenue recovery. Data collection does not need to be revenue grade.
6. CITY shall assist AQMD in administering a survey, developed by AQMD and SoCalEV Regional Collaborative members, of selected EVSE users on vehicle use patterns, charging frequency and profiles, and real world electric vehicle range. CITY shall also provide a brief summary of lessons learned on the most effective locations to install EVSEs, optimum use of fast charging stations (if applicable), economic and vehicle range tradeoffs between charger availability and onboard battery

capacity, changes in vehicle driver behavior, and additional support programs needed to promote EVs. These are all deliverables requested by CEC under the grant.

7. If CITY fails to install all the EVSEs allocated to it under this Program by July 31, 2013, CITY's remaining allocation of EVSEs may be assigned to other SoCalEV Regional Collaborative members who can install the EVSE by January 31, 2014.
8. To the fullest extent permitted by law, the parties agree to hold harmless, indemnify, and defend each other, their respective officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, claims, suits, actions, cost, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other.
9. Neither AQMD nor CITY shall be liable or deemed to be in default for any delay or failure in performance under this Agreement 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 CITY.
10. All notices to be given under this Agreement shall be in writing and either sent by a nationally recognized overnight courier service, in which case notice shall be deemed delivered as of the date shown on the courier's delivery receipt; or sent by telecopy during business hours of the recipient, with a copy of the notice also deposited in the United States mail (postage prepaid) the same business day, in which case notice shall be deemed delivered on transmittal by telecopier provided that a transmission report is generated reflecting the accurate transmission of the notices, or sent by United States mail, postage prepaid, in which case notice shall be deemed delivered as of two business days after deposit in the mail, addressed as follows:

South Coast Air Quality Management District  
Technology Advancement Office  
21865 Copley Drive Diamond Bar, CA 91765  
Attn: Patricia Kwon

CITY  
<address>

11. This Agreement is executed in duplicate. Each signed copy shall have the force and effect of an original.
12. This Agreement 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 Agreement shall be Los Angeles County, California, USA.

This Memorandum of Agreement has been entered into by all the parties and executed on their behalf by their authorized representatives:

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

\_\_\_\_\_  
Barry R. Wallerstein, D.Env.  
Executive Officer  
South Coast Air Quality Management District

\_\_\_\_\_  
Date

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

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

CITY

\_\_\_\_\_  
Name  
Title  
CITY

\_\_\_\_\_  
Date