

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
CEC ZERO-EMISSION VEHICLE INFRASTRUCTURE  
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and the City of Moreno Valley, a California public agency (“Subrecipient”). WRCOG and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties”.

**RECITALS**

A. WRCOG entered into a Grant Agreement, dated November 25, 2024 (the “Grant Agreement”) with the California Energy Commission (“CEC”).

B. The purpose of the grant from CEC is to allow WRCOG to support the deployment of zero-emission vehicles and infrastructure throughout Western Riverside County.

C. Subrecipient desires to CEC grant funds in order to purchase and install electric vehicle charging infrastructure to support deployment of zero-emission vehicles in the City fleet

D. The purpose of this Agreement is to outline the rights and responsibilities of Subrecipient and ensure compliance with CEC guidelines.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by WRCOG and Subrecipient as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

2. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and continue through March 15, 2027, unless the Agreement is previously terminated as provided for herein (“Term”)

(b) Termination. WRCOG may terminate or suspend this Agreement, in whole or in part by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination, with or without cause. In cases of an emergency or a breach of this Agreement, this Agreement may be terminated immediately.

(c) Budget Contingency Clause. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the CEC and/or WRCOG shall have no liability to pay any funds

whatsoever to the Subrecipient or to furnish any other consideration under this Agreement, and the Subrecipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CEC and/or WRCOG shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC and/or WRCOG; or 2) offer an Agreement Amendment to the Subrecipient to reflect the reduced amount.

3. Subrecipient Implementation of Project.

(a) Project. Subrecipient agrees to provide the services more particularly described in Exhibit "A", attached hereto to this Agreement and incorporated herein by this reference (the "Project"). The Project shall not be modified without the written consent of both Parties. Subrecipient agrees that any funds provided by WRCOG under this Agreement will be expended only for the purposes and programs described in this Agreement.

(b) Period of Performance. Subrecipient shall complete all the specified services during the period of performance outlined in Exhibit "A".

(c) Standard of Performance. Subrecipient, its subcontractors and their employees, in the performance of Subrecipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Subrecipient's field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CEC, shall be borne in total by the Subrecipient and not the CEC or WRCOG. The failure of a project to achieve the performance goals and objectives stated in Exhibit "A" is not a basis for requesting re-performance unless the work conducted by Subrecipient and/or its subcontractors is deemed by the CEC and/or WRCOG to have failed the foregoing standard of performance

(i) In the event Subrecipient/subcontractor fails to perform in accordance with the above standard:

(1) Subrecipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CEC and/or WRCOG. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the CEC;

(2) The CEC and/or WRCOG shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

(3) The CEC and/or WRCOG shall have the option to direct Subrecipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CEC and/or WRCOG pursuant to application of (a) and (b) above. In the event the CEC and/or WRCOG directs Subrecipient/subcontractor not to re-perform a task, the CEC/WRCOG and Subrecipient shall negotiate a reasonable settlement for satisfactory work

performed. No previous payment shall be considered a waiver of the CEC and/or WRCOG's right to reimbursement.

(ii) Nothing contained in this Section is intended to limit any of the rights or remedies which the CEC and/or WRCOG may have under law.

(d) Disbursements and Accounting.

(i) Disbursements. WRCOG, will reimburse the work of Subrecipient, pursuant to requirements of the Grant Agreement, in an amount not to exceed \$181,806.11 (the "Grant Funds") in conformity with the following procedure:

(1) Submission of Disbursement Requests. Subrecipient shall submit electronically to WRCOG, a Disbursement Request containing an itemized statement of costs expended by Subrecipient for the Project. The itemized statement of costs and backup documentation shall include:

a. Receipts or invoices for direct expenses incurred, such as printed materials, advertising costs, room rental fees, and purchase of data collection devices.

b. Subrecipient shall submit the Disbursement Requests no more frequently than monthly and no less frequently than quarterly and shall submit them in accordance with the timeline provided by WRCOG so that WRCOG can coordinate submission of invoices and progress reporting to CEC by required deadlines.

c. Subrecipient shall certify to WRCOG for each Disbursement Request that to the best of its knowledge such Disbursement will not constitute any violation of either the provisions of the Grant Agreement or law, and that Subrecipient will use the Disbursement as indicated in the Disbursement Request.

(2) Within five (5) business days of the receipt of an invoice and accompanying certification, WRCOG shall notify Subrecipient as to what, if any, additional supporting documents it requires.

(3) Within the first week of the following month after receipt of invoice that complies with all applicable regulations, WRCOG shall: (i) disburse as much of the requested funding as it reasonably believes it can disburse without violating the terms of either the grant or of applicable regulations; and shall (ii) notify Subrecipient as to why it reasonably believes that it is unable to disburse some or all requested funds.

(ii) WRCOG shall have no liability to Subrecipient for any refusal to disburse funds so long as WRCOG has a good faith and reasonable belief that such Disbursement would constitute a violation of the terms of the Grant Agreement or law, such as: a milestone has not been accomplished or documented; a required deliverable has not been provided; claimed expenses are not documented, not valid per the budget, or not reasonable.

(iii) Payment (Recapture) on Demand. Subrecipient represents, warrants, and agrees that upon notification by WRCOG or its authorized representative of an overpayment, a

wrongful payment, or a violation of or failure to comply with any of the grant or subgrant agreement, contract, voucher or program requirements or obligations, Subrecipient will, without challenge or delay, remit to WRCOG or its authorized representative the requested amount within 60 calendar days from the date of issuance of said notice.

(e) Compliance with Laws/Permits. Subrecipient shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with the Grant Agreement, all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Subrecipient, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Subrecipient desires to conduct or have conducted pursuant to this Agreement.

(f) Equipment. Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with CEC funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment. Title to equipment acquired by the Subrecipient with grant funds shall vest in the Subrecipient. The Subrecipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Subrecipient shall not encumber the property without WRCOG and/or CEC approval. When no longer needed for the original project or program, the Subrecipient shall contact WRCOG and/or CEC for disposition instructions.

(g) Payment of Prevailing Wages. Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000. Accordingly, the CEC assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

(i) By accepting this Agreement, Subrecipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Subrecipient must either:

(1) Proceed on the assumption that the project is a public work and ensure that:

- a. prevailing wages are paid; and
- b. the project budget for labor reflects these prevailing wage requirements; and

c. the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

(2) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

(ii) If the Subrecipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the CEC is executed, the Subrecipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

(iii) Subcontractors and Flow-down Requirements. Subrecipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Subrecipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Subrecipient shall be responsible for any failure of Subrecipient's subcontractors to comply with California prevailing wage and public works laws.

(iv) Indemnification and Breach. Any failure of Subrecipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses WRCOG's performance of this Agreement at WRCOG's option, and shall be at Subrecipient's sole risk. In such a case, WRCOG may refuse payment to Subrecipient of any amount under this Agreement and WRCOG shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Subrecipient agrees to indemnify the WRCOG and the CEC and hold WRCOG and the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Subrecipient and/or any of Subrecipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

(v) Budget. Subrecipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Subrecipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

(vi) Certification. Subrecipient shall certify that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Subrecipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Subrecipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages. Prior to the release of any retained funds under this Agreement, the Subrecipient shall submit the

above-described certificate signed by the Subrecipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Subrecipient shall have no right to any funds under this Agreement, and WRCOG shall be relieved of any obligation to pay said funds.

4. Fiscal Accounting Requirements.

(a) Accounting and Financial Methods. The Subrecipient shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

(b) Retention of Records. The Subrecipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement. Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

(c) Audits. Upon written request from the CEC, the Subrecipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the CEC or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Subrecipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Subrecipient agrees to include a similar right to audit in any subcontract. Subrecipient is strongly encouraged to conduct annual audits in accordance with the single audit concept. The Subrecipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CEC within 30 days of the completion of such audits.

(d) Supporting Documentation. Subrecipient must submit to WRCOG and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Agreement. WRCOG reserves the right to require Subrecipient to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CEC.

5. Contracting and Procurement Procedures.

(a) The Subrecipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Subrecipient shall obtain price quotes from an adequate number of sources for all subcontracts. WRCOG and the CEC will defer to the Subrecipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

(b) Upon request, the Subrecipient must submit to the CEC and/or WRCOG a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received. The Subrecipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

(c) All subcontracts must incorporate all of the following:

(i) A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.

(ii) Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(iii) Provisions for termination by the Subrecipient, including termination procedures and the basis for settlement, and language conforming to the "Termination" provision related to Executive Order N-6-22 – Russia Sanctions.

#### 6. Receipt of Confidential Information and Personal Information.

(a) For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

(b) For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

(c) For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

(d) If the Subrecipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC's special terms for confidential information.

(e) If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, subawardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for

the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Subrecipient must flow-down the CEC's special terms for confidential information into each subcontract, subaward, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Subrecipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, subawardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

(f) Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

7. Site Visits. WRCOG, the CEC and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipient must provide and must require subcontractors to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

8. Breach of Agreement.

(a) Non-performance (Breach) Provisions. Subrecipient agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Agreement. These circumstances will be solely determined by WRCOG and include, but are not limited to:

(i) Failure to comply with any of the provisions of the Agreement or Grant Agreement, including Exhibits.

(ii) Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.

(iii) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.

(iv) Misuse of Grant Funds.

(v) Funding of ineligible activities or other items.

(vi) Exceeding the allowable Grant Fund allotment on an itemized or other basis.

(vii) Insufficient, incomplete, or faulty documentation.



(viii) Failure to provide required documentation or reports requested by WRCOG, CEC, or other State agencies, in a timely manner.

(ix) Poor performance as determined by a review or fiscal audit.

(b) Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Agreement, upon request by WRCOG, Subrecipient will also perform as follows:

(i) Within 14 calendar days of any request, timely develop and implement a corrective action plan.

(ii) Immediately cease all work and spending, and notify all employees, representatives, agents, officers, and affiliates to immediately cease all work and spending.

(iii) Upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), Subrecipient shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information (“PII”), documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds and the Project, as well as any other materials requested by WRCOG or as otherwise required by any of the provisions of this Agreement. WRCOG, at its sole discretion, may elect to have any or all of the funding, documentation, and other property transferred to another designee.

(iv) Unless otherwise directed in writing by WRCOG, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), Subrecipient shall immediately cease all work, and cease all expenditure of Grant Funds.

(c) Reservation of Rights. Nothing stated herein above in any way limits, prevents, or precludes the CEC or WRCOG from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Subrecipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub awardees, subgrantees, or any third parties.

9. Conflict of Interest. By entering into this Agreement, Subrecipient certifies, represents and warrants that he, she, it is in compliance with all applicable State and federal conflict of interest laws on the date said grant, award, contract, subcontract, agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. The Subrecipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds.

10. Indemnification. To the fullest extent permitted by law, Subrecipient, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, volunteers, and assigns (collectively, the “Subrecipient Parties”) shall, and hereby does, agree to indemnify, defend, and hold harmless WRCOG and CEC; and their respective elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives,

and assigns (collectively, the “Grantor Parties”), from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs (collectively “Damages”) incurred by WRCOG and CEC to the extent that the same arise or result from or are caused by the acts or omissions of the Subrecipient Parties in connection with the Project and/or in connection with the exercise of any other rights granted by this Agreement. Subrecipient indemnification obligations herein shall include, but are not limited to, the following: 1) any and all claims under workers’ compensation acts and other employee benefit acts with respect to Subrecipient’s employees/volunteers or Subrecipient’s employees arising out of the Project, 2) liability for damages for death or bodily injury to person, (3) injury to, loss or theft of property; and 3) any failure or alleged failure to comply with any provision of law.

11. Insurance. Subrecipient shall comply with the insurance provisions attached hereto as Exhibit “B” and incorporated herein by this reference.

12. Additional Grant Requirements.

(a) Assembly Bill 841 (2020). Subrecipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

(i) Applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors’ State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

(1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.

(2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

(3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

(b) Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia

and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the CEC or WRCOG determine Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. Subrecipient shall be provided at least 30 calendar days advance written notice of such termination, to allow Subrecipient to provide a written response. Termination shall be at the sole discretion of the WRCOG or the CEC.

(c) Nondiscrimination Statement of Compliance. During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Subrecipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Subrecipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement,

(d) Drug-Free Workplace Certification. By signing this Agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(i) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).

(ii) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;

programs; and

(3) Any available counseling, rehabilitation, and employee assistance

violations.

(4) Penalties that may be imposed upon employees for drug abuse

(iii) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:

(1) Will receive a copy of the company's drug-free policy statement;

(2) Will agree to abide by the terms of the company's statement as a condition of employment on the project.

(iv) Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Subrecipient may be ineligible for any future State awards if the CEC and/or WRCOG determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

(e) Child Support Compliance Act. For any Agreement in excess of \$100,000, the Subrecipient acknowledges that:

(i) It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(ii) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

(f) Americans with Disabilities Act. By signing this Agreement, Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

### 13. Miscellaneous Provisions.

(a) Conflict with Grant Agreement. In the event of an inconsistency between this Agreement and the Grant Agreement, the terms of the Grant Agreement shall control.

(b) Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

(c) Assignment. Subrecipient shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of WRCOG and CEC,

which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

(d) Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire and integrated agreement with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

(f) Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between Parties shall be deemed sufficiently given if: (i) by commercial overnight delivery; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including electronic mail and/or fax transmissions, subject to written verification of receipt by the receiving party. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice to the other Party.

All notices, demands and communications shall be sent, as follows:

To WRCOG:

Western Riverside Council of  
Governments  
3390 University Avenue, Suite #450  
Riverside, CA 92501  
Attn: Taylor York, Program Manager

To Subrecipient:

City of Moreno Valley  
14177 Frederick St.  
Moreno Valley, CA 92553  
Attn: Melissa Walker, Public Works  
Director

Notices shall be deemed effective upon receipt or with respect to electronic transmission, upon receipt of written verification from the receiving party.

(g) Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

(h) Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement.

(i) Third Party Beneficiary. Subrecipient acknowledges, accepts, and agrees that the State of California, acting by and through the CEC, is an intended third-party beneficiary to any

and all agreements, vouchers, contracts, subcontracts, awards, and grants with WRCOG where any CEC-provided funds are used or applied to pay or reimburse Subrecipient.

(j) Relationship of Parties. The Parties agree and intend that the Parties are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

(k) Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California.

(l) Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

(m) Survival. Subrecipient acknowledges, agrees, and accepts that those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of the grant, award, contract, voucher, subcontract, or agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third party beneficiary status, return or recapture of funds, data security, insurance, confidentiality, and the general provisions.

(n) Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(o) Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

(p) Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

(q) Authorized Signature. The Subrecipient agrees and acknowledges that it has signed or has authorized the signing of the grant, award, contract, subcontract and/or agreement with WRCOG, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest

response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CEC-provided or WRCOG-provided funds, or from doing business with the State of California or WRCOG. Subrecipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Subrecipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Subrecipient certifies, represents, and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Subrecipient with full power and legal authority to sign below and by said signature Subrecipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, grant, voucher, application and/or contract, as applicable..

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE  
TO  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
CEC ZERO-EMISSION VEHICLE INFRASTRUCTURE  
SUBRECIPIENT AGREEMENT**

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
Dr. Kurt Wilson  
Executive Director

By: \_\_\_\_\_  
Brian Mohan  
City Manager

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

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



**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**

Subrecipient will purchase and install two (2) level 2 solar EV charging stations and one DC fast at Subrecipient facilities. The Project will facilitate clean EV charging for City of Moreno Valley vehicles.

<b>Item</b>	<b>Total Cost</b>	<b>Grant Funds</b>	<b>Match Funds</b>
Beam Solar Chargers	\$164,626.28	\$101,272.11	\$63,354.17
DC Fast Charger	\$110,000.00	\$80,534.00	\$29,466.00

## **EXHIBIT “B” INSURANCE**

Subrecipient shall not commence the Project described by this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Subrecipient shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the subcontractor has secured all insurance required under this section.

1. Minimum Requirements. Subrecipient shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Subrecipient, its agents, representatives, employees or subcontractors. Subrecipient shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Subrecipient shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

2. Professional Liability. Subrecipient shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Subrecipient. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Subrecipient shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from WRCOG’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Subrecipient or for which the Subrecipient is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Subrecipient’s scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its directors, officials, officers, employees, agents and volunteers shall be excess of the Subrecipient’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Subrecipient certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Subrecipient.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (if agreed to in a written contract or agreement) before WRCOG's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Subrecipient shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Subrecipient shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Subrecipient shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Subrecipient shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Subrecipient shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Subrecipient, and any approval of said insurance by WRCOG, is not

intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Subrecipient pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary and any premium paid by WRCOG will be promptly reimbursed by Subrecipient or WRCOG will withhold amounts sufficient to pay premium from Subrecipient payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Subrecipient to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither WRCOG nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its directors, officials, officers, employees, agents and volunteers.

5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Subrecipient shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its directors, officials, officers, employees, agents and volunteers; or (2) the Subrecipient shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

7. Verification of Coverage. Subrecipient shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

8. Subconsultant Insurance Requirements. Subrecipient shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name WRCOG as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Subrecipient,

WRCOG may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.