

RESOLUTION NO. 2024-1896

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING THE FUNDING AGREEMENT FOR \$496,000 WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE CITY'S ZERO-EMISSION BUS ROLLOUT PROJECT**

**WHEREAS**, the City Council of the City of Calabasas ("City") is eligible to receive funding for certain transit projects, through the Los Angeles County Metropolitan Transportation Authority ("LACMTA"); and

**WHEREAS**, the City applied for and received funding for the Zero-Emission Bus Rollout Project through LACMTA's Zero Emission Vehicle Call for Projects; and

**WHEREAS**, Funding Agreement No. MOUZEVCALA24000 needs to be executed with LACMTA before such funds could be claimed;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS AS FOLLOWS:**

SECTION 1. The City Council of the City of Calabasas hereby approves the Funding Agreement No. MOUZEVCALA24000 with LACMTA, in the form attached to this resolution as Exhibit "A".

SECTION 2. The City Council hereby approves and authorizes the City Manager or his/her designee to execute the Funding Agreement No. MOUZEVCALA24000.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 22nd day of May 2024.

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Alicia Weintraub, Mayor

ATTEST:

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Analuz Mendoza, Interim City Clerk  
*Certified Municipal Clerk*

APPROVED AS TO FORM:

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Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney

**ZERO EMISSION VEHICLE CALL FOR PROJECTS  
PROPOSITION C  
FUNDING AGREEMENT**

This Funding Agreement (“Agreement”) is made and entered into effective as of May 1, 2024 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Calabasas (“GRANTEE”) for Purchase of 2 Battery Electric Vehicles and Charging Equipment Project.

WHEREAS, as part of the 2023 ZEV Call for Projects, the LACMTA Board of Directors, at its meeting on June 22, 2023, authorized a grant of \$496,000 to GRANTEE, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - ZEV Project Selections and Awards
4. Attachment B - Project Application
5. Attachment C - Expenditure Report Template
6. Attachment D - LTSS ZEV Principles & Priorities

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Stephanie N. Wiggins  
Chief Executive Officer

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

Date: 4/9/2024

GRANTEE:

City of Calabasas

By: \_\_\_\_\_  
Mayor/City Manager

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

APPROVED AS TO FORM (OPTIONAL):

City of Calabasas Legal Counsel

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

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

**PART I**  
**SPECIFIC TERMS OF THE AGREEMENT**

1. Title of the Project (the "Project"): Purchase of 2 Battery Electric Vehicles and Charging Equipment.
2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 40% funds in the amount of \$496,000 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of June 22, 2023, granted the Funds to GRANTEE for the Project.
3. The Project Funding documents including all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment").
4. GRANTEE shall complete the Project as described in the Project Application. The Project Application is attached to this Agreement as Attachment B. The Project Application includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, project justification, rollout plan, etc.. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE fails to comply with work as described in their application, then LACMTA will have the option to terminate this Agreement for default.
5. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.
6. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Chelsea Meister; Mail Stop 99-21-3  
Email: [meisterc@metro.net](mailto:meisterc@metro.net)

GRANTEE's Address:  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Tra'a Bezdecny  
tbezdecny@cityofcalabasas.com

**PART II**  
**GENERAL TERMS OF THE AGREEMENT**

1. **TERM:**

1.1 The term of this Agreement shall commence on May 1, 2024 and shall expire December 31, 2030. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:**

The City shall submit invoices to LACMTA prior to **December 31, 2030**, not to exceed the grant amount of **\$496,000** to receive its payment described in this agreement. GRANTEE shall submit proof of purchase and their expenditure report along as supporting documentation with the invoice.

Submit invoice with supporting documentation to:  
[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority  
Accounts Payable**

**P. O. Box 512296**

**Los Angeles, CA 90051-0296**

All invoice material must contain the following information:

Itemized Invoice

Completed Expenditure Report (Attachment C)

Fully Executed MOU

Re: LACMTA MOU# MOUZEVCALA24000 M.S. Chelsea Meister (99-21-3)

3. **USE OF FUNDS:**

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the project application and in accordance with the LTSS ZEV Principles & Priorities and the

most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Project Application (Attachment B).

\*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

\*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.6 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Project Application, GRANTEE must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.7 If an Equipment ceases to be used for the proper use as originally stated in the Project Application, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.



3.8 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.9 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.10 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

#### 4. **DISBURSEMENT OF FUNDS:**

4.1 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement. GRANTEE shall submit proof of purchase along with their invoice prior to funds being distributed. Should supporting documentation not be provided with invoices then disbursement of funds will be delayed until such documentation is received by LACMTA.

4.2 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf>.

4.3 GRANTEE shall demonstrate that the GRANTEE has expended its own funding identified in application to fully fund Project.

4.4 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.5 Funds expended prior to the Effective Date shall not be reimbursed unless, pursuant to paragraph 9 of attachment D, the GRANTEE applied for and received approval for a recent or pending purchase of an eligible zero emission equipment or vehicles.

4.6 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Project Application.

5. **AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

\*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within twelve months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Project Application (Attachment B). Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

\*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

\*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

\*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

\*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Project Application (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings).

\*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

5.8 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project application (Attachment B), towards the cost of the Project. If the Funds identified in Attachment B are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for all cost overruns for the Project.

7.4 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another GRANTEE. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31<sup>st</sup> of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:

8.2 If GRANTEE does not complete one element of the Project, as described in the Project Application, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.3 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 11. **COMMUNICATIONS:**

\*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

\*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

\*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

\*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. **OTHER TERMS AND CONDITIONS:**

12.1 This Agreement, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

\*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

\*12.5 GRANTEE shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

## LTSS ZEV Call for Projects Selection & Awards

	Project Proposal	Sponsor	Number of Vehicles	Local Fund	Amount Requested	Total	Award Value
1	2 BEV	Avalon	2	\$ 49,400	\$ 274,000	\$ 323,400	\$ 274,000
2	2 BEV and charging equipment	Calabasas	2	124,000	496,000	620,000	496,000
3	2 30' BEV and charging equipment	El Monte	2	615,805	1,436,879	2,052,684	1,436,879
4	Parking Deck and bus price increase	Glendale	5	22,101,900	4,930,194	27,032,094	4,930,194
5	4 BEV and charging equipment	Glendora	4	1,735,535	1,000,000	2,735,535	1,000,000
6	8 FCEB and 7 BEV	Pasadena	15	5,832,904	5,000,000	10,832,904	5,000,000
7	5 BEV and charging equipment	West Hollywood	5	575,000	800,000	1,375,000	800,000
8	<b>Total</b>		<b>35</b>	<b>\$ 31,034,544</b>	<b>\$ 13,937,073</b>	<b>\$ 44,971,617</b>	<b>\$ 13,937,073</b>

BEV = battery electric vehicle

FCEB = fuel cell electric bus



**ZEV CALL FOR PROJECT APPLICATION**  
**PROJECT DESCRIPTION AND JUSTIFICATION**

**AGENCY: CITY OF CALABASAS**

**PROJECT SHORT TITLE: ZEV Shuttles and Infrastructure for Calabasas Transportation Program**

**PROJECT DESCRIPTION: The purchase of 2 BEV Shuttles and purchase and installation of 1 Dual Level 3 DC Fast Charger**

**PROJECT JUSTIFICATION / NEED: (45 points) \_\_\_\_\_**

This City is requesting to replace 2 inoperable shuttles with Zero-Emission Battery Electric Vehicles. The vehicles being replaced are shuttles 4 and 5. Both shuttles were manufactured in 2003 and went into service in 2004 and 2005, respectively. At the time of replacement, the busses will have approximately 300,000 miles. The vehicles were purchased new. These vehicles are both 9 years past their useful life and have not been operable for over 3 years. The City’s draft ZEV Rollout Plan calls for these vehicles to be retired by 2024 (see Table 1: Shuttle Retirement Plan). The City is requesting to replace these shuttles first due to the age of the vehicles and their inability to be traded in for replacement.

Table 1: Shuttle Retirement Plan

Vehicle ID	Engine Model Year	Bus Model Year	Fuel Type	Bus Type	Mileage	Retirement Year
3	2010	2003	Diesel	Cutaway	312060	2024
4	2004	2003	Diesel	Cutaway	292172	2023
5	2003	2003	Diesel	Cutaway	292172	2023
6	2005	2004	Diesel	Trolley	323276	2023
7	2016	2005	CNG	Cutaway	245452	2023
8	2005	2005	Diesel	Cutaway	200389	2023
9	2005	2006	Diesel	Cutaway	260535	2023
10	2009	2009	Diesel	Cutaway	198662	2026
11	2003	2003	Diesel	Cutaway	215336	2026
12	2016	2015	CNG	Standard	43953	2032
13	2016	2016	CNG	Standard	43830	2032
14	2019	2019	CNG	Standard	17431	2034
15	2019	2019	CNG	Standard	12855	2034

The proposed ZEV infrastructure will include a charging facility. Currently there are four public charging facilities throughout the City, but none have the capacity to effectively charge a shuttle. In order to create a facility efficiently, we are proposing to expand on the existing public chargers at our Old Town Calabasas Park & Ride to create a DC Level 3 facility and dedicated shuttle storage area. There is sufficient room at the facility for this proposed expansion. A preliminary conceptual plan is attached which shows the location of the proposed new chargers in relation to the existing public chargers and the proposed shuttle storage area which would be created in addition to this project. While the conceptual plan shows 2 chargers, at this time we are only requesting 1 dual charger to satisfy our initial needs with the ability to connect to a second dual charger with future grant funding.

**PROJECT READINESS: (20 points) \_\_\_\_\_**

The City has not purchased the proposed Battery Electric Vehicles yet, but we would be prepared to purchase them as soon as initial funding is guaranteed. We expect vehicle delivery before July 2024, which follows our ZEV rollout plan. Regarding ZEV infrastructure, a conceptual plan has been designed, but it has not completed preliminary engineering or EIR. There is no community opposition to the project.

The City has completed a rollout plan draft and has submitted it to CARB for review. Once CARB returns the plan, the resolution will be presented to Council.

**COST EFFECTIVENESS & LEVERAGING: (20 points) \_\_\_\_\_**

We will be utilizing HVIP vouchers, AB2766, Proposition A, and Proposition C moneys. In addition to these sources, staff is applying to other grants and programs with hopes to overmatch or secure additional vehicles and infrastructure.

**BENEFIT TO TRANSIT USERS: (15 points) \_\_\_\_\_**

By starting on the path towards electrification, Calabasas will offer transit users more reliable vehicles and cleaner air. While Calabasas is a small agency in a much larger region, we have been known to be a leader in environmental issues and this

grant would allow us to continue to be a role model for the area.

This project is supported by the City's General Plan and Strategic Plan calling for updates to our transit program as needs change and to always look to decreasing our environmental impacts.

**PROJECT COST AND FUNDING REQUEST:**

The cost of the project is estimated to be \$520,000 for two new vehicles and \$100,000 for two DC level 3 fast chargers, \$620,000 total. The City is requesting \$496,000 for the vehicles and infrastructure.

# OLD TOWN CALABASAS PARK & RIDE EV SHUTTLE INFRASTRUCTURE CONCEPTUAL



# LACMTA ATTACHMENT C

## Progress/Expenditure Report

Grantee To Complete
Invoice #
Invoice Date
PO#

### GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO:

[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET)

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

### SECTION 1: GENERAL INFORMATION

**PROJECT TITLE:** \_\_\_\_\_

**MOU #:** \_\_\_\_\_

**DATE SUBMITTED:** \_\_\_\_\_

**REPORT PERIOD:** \_\_\_\_\_

<b>LACMTA Project Manager</b>	Name:	Chelsea Meister
	Phone Number:	213-922-5638
	E-mail:	<a href="mailto:meisterc@metro.net">meisterc@metro.net</a>

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

### SECTION 2: EXPENDITURE REPORT

	LACMTA Grant \$	Local Match \$ (Incl. In-Kind)	Local Match %	Total \$
<b>Project Expenditures</b>				
<b>This Period Expenditures</b>				
<b>Project-to-Date Expenditures</b>				
<b>Funds Expended to Date (Include this Invoice Period)</b>				
<b>Total Project Budget</b>				
<b>Balance Remaining</b>				

**SECTION 3 : INVOICE PERIOD PROGRESS REPORT**

**1. MILESTONE SCHEDULE**

List all milestones stated in the Project Application, with original start and end dates. Then list actual milestone dates.

Project Milestones	Original Schedule in Project Application		Actual Schedule	
	Start Date	End Date	Start Date	End Date

**2. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this invoice period.

**3. PROJECT DELAY & ACTIONS TO RESOLVE DELAY**

If project is delayed, describe reasons for delay and milestones impacted during this invoice period. If delay is for the same reason as mentioned in previous reports, please indicate by writing "Same as Previous Report." Note actions taken to resolve the delay.

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_

and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**LTSS Zero Emission Vehicle (ZEV) Call for Projects  
Principles and Priorities**

The following principles shall be applied to project applications. Qualifying agencies are LTSS members which expend Los Angeles County Local Return funds for “Local Transit” demand response and/or fixed route services.

1. Qualifying agencies may submit only one application which can include vehicle, infrastructure and related facilities.
2. In order for a project to be eligible for funding, it must receive a score of 70 or higher.
3. No one agency is eligible to claim more than 50% of the available funding.
4. Multi-agency cooperation on projects is encouraged.
5. Overmatching on projects is encouraged. HVIP vouchers count as a local match.
6. Any LTSS member agency who is unable to send a voting representative to the scoring meeting may submit their scores for inclusion in the scoring process.
7. LTSS shall re-evaluate these principles, priorities and procedures prior to any future Call processes conducted.
8. Funding may only be used for direct capital costs of the purchase of Zero Emission Vehicles (ZEV), Battery Electric Vehicle (BEV) charging infrastructure, and Fuel Cell Electric Bus (FCEB) infrastructure.
9. Similar to a letter of no prejudice, agencies can apply for grant funds toward recent or pending purchases, so long as the technology/equipment is eligible and delivered within the LTSS ZEV Call for Projects grant period.

### **AVERAGE BUS PRICES FOR ZERO EMISSION VEHICLES**

The average of the total vehicle prices by vehicle type is based on survey results, the CalACT/MBTA Purchasing Cooperative Agreement, DGS, and recent vehicle purchases. Transit vehicle requests are capped using the average prices below.

<b>Vehicle Type</b>	<b>Max. Ave. Vehicle Cost</b>	<b>Note</b>
27' BEV (up to)	\$259,004	
30' BEV	\$877,957	No 30' FCEB available
35' BEV	\$1,080,263	No 35' FCEB available
40' BEV	\$921,830	
40' FCEB	\$1,149,860	

\*Source: FY22 BOS Section 5307 15%/1% discretionary call for projects guidelines

### **AVAILABLE FUNDING FOR ZEV INFRASTRUCTURE**

Any project proposals for facility upgrades necessary to support the transition to zero emission buses must include a 20% match. Zero Emission Fueling Infrastructure is capped at \$25,000 per vehicle.