



MODIFICATION TO GRANT AGREEMENT

This modification consists of 5 pages.

1. RECITALS

- A. The South Coast Air Quality Management District (hereinafter "SCAQMD") and the County Sanitation District No. 2 of Los Angeles County (hereinafter "RECIPIENT") have previously executed an Agreement No. C22184 for the installation of electric charging infrastructures at two (2) locations under the Carl Moyer Program.
- B. On August 1, 2023, the local utility company notified the RECIPIENT that the availability of necessary electrical panels and transformers for the project located in Whittier were delayed. As a result, the RECIPIENT is requesting to extend the project milestone dates for the infrastructure construction, installation, and commissioning to April 30, 2024 and to extend the Agreement term to January 15, 2028. Therefore, a modification to this Agreement is necessary to extend the date by which performance must be completed.

2. MODIFICATION

The parties therefore agree to modify the existing Agreement, at no additional cost to SCAQMD, as follows:

- A. The term of this Agreement is extended for an additional period commencing October 1, 2026 and terminating January 15, 2028.
- B. Attachment 1A – Amendment 1 - Project Milestones, attached hereto and included herein by this reference, supersedes the original Project Milestones and any modifications thereof.
- C. Attachment 2 – Amendment 1 – Payment Schedule, attached hereto and included herein by this reference, supersedes the original Payment Schedule and any modifications thereof.
- D. All other provisions of the above-referenced Agreement shall remain in full force and effect.

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY SANITATION DISTRICT NO. 2 OF
LOS ANGELES COUNTY

By: _____
Wayne Nastri, Executive Officer

By: _____
Name:
Title:



Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Bayron T. Gilchrist, General Counsel

By:   _____

By: _____
Name:
Title:

Date: _____



APPROVED AS TO FORM:

By: _____
Name:
Title:

Date: _____

ATTACHMENT 1A – AMENDMENT 1

**PROJECT MILESTONES
COUNTY SANITATION DISTRICTS NO. 2 OF LOS ANGELES COUNTY
FISCAL YEAR 2021-2022 CARL MOYER PROGRAM**

<u>Deliverable</u>	<u>Milestone Due Date</u>
Execution of Contract by RECIPIENT	April 30, 2022
Final Design and Schedule	May 31, 2022
Permits and Other Applicable Approvals	August 31, 2022
Infrastructure Construction, Installation and Commissioning:	January 31, 2023 <u>April 30, 2024</u>
Invoices Due No Later Than	March 1, 2023 <u>July 1, 2024</u>
Annual Project Progress Reports Due	June 15, 2024 June 15, 2025 June 15, 2026 <u>October 15, 2025</u> <u>October 15, 2026</u> <u>October 15, 2027</u>

ATTACHMENT 2 – AMENDMENT 1

**PAYMENT SCHEDULE
COUNTY SANITATION DISTRICTS NO. 2 OF LOS ANGELES COUNTY
FISCAL YEAR 2021-2022 CARL MOYER PROGRAM**

RECIPIENT shall be reimbursed up to the amount outlined in Table 3 below for the infrastructure project(s) after the submission of itemized invoices and supporting documentation, and the satisfactory completion of the post-inspection by RECIPIENT indicating that the infrastructure project(s) is/are fully operational. RECIPIENT shall provide documentation of installation and procurement of equipment for the infrastructure project(s) specified in Table 1. This documentation shall include, at a minimum, all supporting documentation as described in Attachment 1 as well as an itemized invoice that includes: (1) equipment information such as equipment manufacturer, price of the equipment, make, model number, model year, serial number and warranty coverage; (2) installation labor contractor, scope and cost; (3) design and engineering cost; (4) identification of any taxes, and other costs, with sufficient details to ensure that only completed and eligible projects costs are reimbursed; and (5) identification of other sources and amounts of funding (if any). For each infrastructure project, SCAQMD payment shall not exceed the eligible costs of each project or the maximum grant award amount identified in Table 3 below, whichever is less.

All invoices must be accompanied by a copy of the equipment vendor invoice, evidence of payment to the vendor by the RECIPIENT, and a written certification by the RECIPIENT stating that the equipment delivered and installed meets the approved design criteria and specifications for this project.

Table 3 – Maximum Reimbursement Amount

Project ID	Estimated Total Project Cost	Allowable Percentage of Eligible Costs*	Maximum Grant Award Amount
23CMP117	\$203,126	65%	\$132,031
23CMP118	\$298,175	50%	\$149,087

Total Agreement Not-To-Exceed: Up to the allowable percentage of the eligible costs, and not exceeding the maximum grant award amount.

* Eligible costs include cost of design and engineering, cost of equipment, cost of installation directly related to the construction of the station, meter or data loggers, permit fees, onsite required safety equipment, sales and other taxes.

Ineligible costs include but are not limited to: existing station enhancement/upgrade, fuel and energy costs, non-essential equipment hardware, operation cost (e.g., operational fees, maintenance, repairs, improvements, spare parts), extended warranty beyond the ~~three~~one-year warranty required by this contract, insurance, data collection and reporting, administrative costs, travel/lodging, employee training and salaries, legal fees, real estate property purchases/leases, performance bond costs, construction management, storm water plan costs, security costs, testing

and soil sampling and costs associated with hazardous materials, including permitting, handling and disposal.