



South Coast Air Quality Management District

Grant Agreement No. **22184**
Carl Moyer Program-Infrastructure

This Grant Agreement consists of 19 pages.

1. PARTIES

The parties to this Grant Agreement ("Agreement") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and County Sanitation District No. 2 of Los Angeles County (referred to here as "RECIPIENT") whose address is 1955 Workman Mill Road, Whittier, California 90601.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California.
- B. The Carl Moyer Program ("Program") is a State grant program overseen by the California Air Resources Board ("CARB"). SCAQMD administers the Program within its four-county jurisdiction of Orange County and the non-desert portions of Los Angeles, Riverside and San Bernardino counties. The Program provides grant funding to assist eligible participants in obtaining cleaner-than-required vehicles, engines, equipment and emission reduction technologies to reduce air pollution emissions.
- C. The RECIPIENT applied for and was awarded a grant under the Program by SCAQMD for the project described in Attachment 1 – Statement of Work, attached and made a part of this Agreement by this reference. In consideration for the grant, RECIPIENT must comply with the terms of this Agreement, including operating and maintaining the grant-funded vehicle, engine and/or equipment for the period of time as specified in this Agreement.

3. TERM

The term of this Agreement is from the last date of execution by the parties, which is the effective date of this Agreement, to September 30, 2026, unless further extended by amendment of this Agreement in writing. Except as otherwise provided herein, no work for the project shall commence until this Agreement is fully executed by all parties. RECIPIENT assumes all financial risk and is in no way guaranteed grant funds for work done prior to the effective date of this Agreement. The Agreement term above encompasses both the project completion and project implementation periods, as described below, to ensure that the SCAQMD and the CARB can fully enforce the terms of this Agreement during the life of the project.

- A. Project Completion - Project completion is the time frame starting with the date of Agreement execution by both parties to the date the project post-inspection confirms that the project has become operational. This includes the time period when the vehicle, engine and/or equipment as described in Attachment 1 - Statement of Work is ordered, delivered and installed.
- B. Project Implementation - The project implementation time frame is the second part of the Agreement term and equals the project life, which is the number of years that the vehicles, engines and/or equipment must operate as specified in the Attachment 1 - Statement of Work. RECIPIENT is required to operate and maintain the Carl Moyer Program-funded vehicles, engines and/or equipment according to the terms of this Agreement for the full project implementation period.

4. TIME PERIOD FOR AGREEMENT EXECUTION

This Agreement must be signed by the RECIPIENT and received by SCAQMD within sixty (60) days from the receipt of the Agreement by the RECIPIENT. Failure to timely sign and return the Agreement to SCAQMD may result in the withdrawal of the grant award. Time is of the essence in executing this Agreement.

5. TERMINATION

- A. RECIPIENT's failure to comply with any term or condition of this Agreement shall constitute a material breach of this Agreement. The SCAQMD will either notify the RECIPIENT that it must timely cure this breach, or provide ten (10) calendar days' written notification of SCAQMD's intention to terminate this Agreement. The SCAQMD reserves all rights under law and equity to enforce this Agreement or to recover damages.
- B. SCAQMD reserves the right to terminate this Agreement, in whole or in part without cause upon thirty (30) days' written notice. Once such notice has been given, RECIPIENT shall use all reasonable efforts to mitigate its expenses and obligations. RECIPIENT will be paid in accordance with this Agreement for tasks performed before the effective date of termination.
- C. Should RECIPIENT terminate this Agreement in whole or in part prior to the completion of the Agreement term, such as in the event of an accident resulting in total loss of the vehicles, engines and/or equipment or where the vehicles, engines and/or equipment have been stolen, RECIPIENT shall notify the SCAQMD within 14 calendar days and must submit written documentation to SCAQMD, such as police and/or insurance reports as well as any other information requested by SCAQMD. RECIPIENT will, at the discretion of SCAQMD, be responsible either for returning to SCAQMD a pro-rated share of the grant funds already paid under the Agreement, in an amount to be determined by SCAQMD, or for providing substitute vehicles, engines and/or equipment that meets the specifications of the replacement or repowered vehicles, engines and/or equipment as described in the Attachment 1 - Statement of Work. If no grant funds have yet been paid to RECIPIENT, RECIPIENT may terminate this Agreement at no cost to either SCAQMD or RECIPIENT.

6. INSURANCE

- A. RECIPIENT shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Agreement.
- B. RECIPIENT shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Agreement. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.
- C. RECIPIENT shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Agreement. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.

- D. If RECIPIENT fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to RECIPIENT or terminate this Agreement for breach.
- E. All insurance certificates must be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov) or by fax (909-396-3979). **The SCAQMD Agreement Number must be included on the face of the certificate.**
- F. RECIPIENT agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the Equipment. RECIPIENT must provide updates on the insurance coverage throughout the term of the Agreement to ensure that there is no break in coverage during the period of Agreement performance. Failure to provide evidence of current coverage is grounds for termination for breach of Agreement.
- G. RECIPIENT shall require its contractors to comply with the above-mentioned insurance requirements and to name SCAQMD as an additional insured in the above-mentioned insurance policies.

7. INDEMNIFICATION

RECIPIENT agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of RECIPIENT, its officers, its employees, its contractors, agents or representatives in the performance of this Agreement. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Agreement and shall remain in full force and effect.

8. COMPLIANCE WITH CARL MOYER PROGRAM GUIDELINES

RECIPIENT warrants that the project upon which this Agreement is based complies, as applicable, with CARB's current Carl Moyer Program Guidelines, Advisories and Mail-Outs (collectively, "CMP Guidelines"), which are incorporated herein by reference, and which include, but are not limited to, the following:

- A. The replacement and/or repowered vehicles, engine and/or equipment must not have been ordered or purchased prior to the date of the SCAQMD Governing Board approval of the Agreement award.
- B. In signing this Agreement, RECIPIENT certifies that its fleet are in compliance with all applicable federal state, and local air quality rules and regulations at the time of Agreement execution, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all contracts and subcontracts.
- C. The project must be included when defining the size of the RECIPIENT's fleet for determining regulatory requirements.

9. COMPLIANCE WITH APPLICABLE LAWS, LICENSES, PERMITS

RECIPIENT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement, including complying with all licensing and permitting requirements and obtaining all clearances from appropriate agencies applicable to the project. RECIPIENT must also ensure that the vehicles, engines and/or equipment to be purchased, leased or installed in the performance of this Agreement are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full

Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all contracts and subcontracts.

10. CONFLICT OF INTEREST – RECIPIENT certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

11. INCORPORATION OF CARL MOYER PROGRAM APPLICATION

RECIPIENT'S application for the project funded under this Agreement is hereby incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and RECIPIENT's application, this Agreement shall govern.

12. MAINTENANCE

RECIPIENT shall maintain the grant-funded vehicles, engines and/or equipment in accordance with the manufacturer's specifications for the project life. Tampering with the vehicle, engine and/or equipment is strictly prohibited. RECIPIENT is responsible for maintaining a working hour meter or other SCAQMD-approved measuring device to track vehicle, engine and/or equipment usage for projects that use hours of operation as a means of calculating emission reductions and cost-effectiveness. If the hour meter/usage device fails, RECIPIENT must immediately notify SCAQMD, and RECIPIENT remains responsible for validating any hours not recorded by the hour meter/usage device. The RECIPIENT must either repair or replace the non-operating meter/device or provide other documentation of the vehicle, engine and/or equipment operating hours acceptable to SCAQMD.

13. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT

RECIPIENT agrees to the following Records Retention Period: maintain records related to this Agreement during the Agreement term and continue to retain these records for a period of three years beyond the Agreement term. SCAQMD, CARB, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Agreement during the Records Retention Period. RECIPIENT agrees to include a similar right for these agencies to conduct on-site inspections and audits in any related contracts.

14. INSPECTIONS

A. SCAQMD reserves the right to conduct a pre-inspection on infrastructure projects and on **all** existing (old) vehicles, engines and/or equipment prior to any work commencing under this Agreement. SCAQMD must verify that RECIPIENT has met all requirements of the Carl Moyer Program regarding project eligibility. This Agreement may be modified or terminated based upon the results of the Pre-Inspection should the SCAQMD determine that: the project would not result in calculated real, quantifiable, and surplus emission reductions.

B. A Post-Inspection shall be conducted by the SCAQMD after receipt of the invoice from the RECIPIENT. SCAQMD must verify that RECIPIENT has met all requirements of the Carl Moyer Program. Final payment will not be made unless the SCAQMD verifies that: the grant-funded equipment, retrofit device or engine listed in the Statement of Work has/have been installed; that the grant-funded vehicle, engine and/or equipment is operational; and, where applicable, that the replaced vehicle, engine and/or equipment has been destroyed and rendered useless and there is no evidence of cannibalization of parts from the old vehicle, engine and/or equipment. For fleets owned or operated by public agencies, SCAQMD may conduct the Post-Inspection through a

statistically significant random sample of the vehicles, where the project under this Agreement consists of more than twenty (20) vehicles.

15. MONITORING AND ENFORCEMENT

RECIPIENT agrees to operate the grant-funded vehicle, engine and/or equipment according to the terms of this Agreement, including the CMP Guidelines, and to cooperate with SCAQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. RECIPIENT also understands and agrees that CARB, as an intended third-party beneficiary of this Agreement, has the right to enforce the terms of this Agreement to ensure emission reductions are generated. SCAQMD and CARB have the authority to seek whatever legal, equitable and other remedies are available for RECIPIENT's failure to comply with the terms of this Agreement, including but not limited to cancelling the Agreement and recapturing grant funds in proportion to any loss of emission reductions or underutilization as agreed to in the Agreement.

16. REPORTING REQUIREMENTS

RECIPIENT shall submit reports in accordance with Attachments 1, 1A and 1B, attached here and incorporated herein by reference. Non-compliance with the reporting requirements of this Agreement may result in the implementation of on-site monitoring by the SCAQMD, in addition to any other remedies available to the SCAQMD.

17. FUNDS FROM OTHER SOURCES

- A. In signing this Agreement, RECIPIENT certifies that it has disclosed all other funding sources that it applied for or received for the project described in the Statement of Work. RECIPIENT must notify SCAQMD of additional sources of funding received for the total cost of the project, including any sources that become available after Agreement execution.
- B. RECIPIENT agrees that failure to disclose shall, at a minimum, result in disqualification from receiving funding for that project, the recapture of funds, and may result in RECIPIENT being banned from submitting future applications to any and all Carl Moyer Program solicitations.
- C. RECIPIENT shall return any grant funds it has received in excess of the total project cost.

18. PAYMENT

- A. SCAQMD will reimburse RECIPIENT an amount not-to-exceed Two Hundred Eighty-One Thousand One Hundred-Eighteen Dollars (\$281,118) in accordance with Attachment 2, Payment Schedule, attached here and incorporated herein by reference.
- B. Payment may be made directly to the vendor upon submission of an itemized invoice from the RECIPIENT requesting that such direct payment be made. If the purchase is being financed, RECIPIENT may choose to have the payment sent directly to the financing company, or provide SCAQMD with proof of payment to the financing company in order for RECIPIENT to be reimbursed. Payments made under this Agreement must be used to reduce the principal owed for the Equipment.
- C. Before any payment can be made, RECIPIENT must submit itemized invoices and the Post-Inspection pursuant to Clause 14.B. must indicate that the project is operational. The itemized invoices must include enough detail to ensure that only eligible project costs are paid, in accordance with the CMP Guidelines. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Agreement number, period covered by invoice, and RECIPIENT's Social Security Number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Agreement Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.

- D. Payment under this Agreement is contingent upon availability of funds from CARB.
- E. SCAQMD may de-obligate from the Agreement, funds that remain unexpended as required in the Agreement, upon thirty (30) days' written notice to RECIPIENT. By signing this Agreement, RECIPIENT acknowledges consent to de-obligation of non-expended funding.

19. SECURITY INTEREST

RECIPIENT hereby grants SCAQMD a security interest in any and all grant-funded vehicle, engine and/or equipment. RECIPIENT acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all grant-funded vehicles, engines and/or equipment. The SCAQMD shall have lien rights in effect until the RECIPIENT satisfies all terms under the Agreement, including but not limited to, the use and reporting requirements. **Accordingly, RECIPIENT further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in grant-funded vehicles, engines and/or equipment.** In the event RECIPIENT files for bankruptcy protection, RECIPIENT shall notify SCAQMD within 10 business days of such filing.

20. MOBILE SOURCE EMISSION REDUCTION CREDITS

No emission reductions generated by Carl Moyer Program-funded projects may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. All validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions generated from the expenditure of Carl Moyer funds may not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP. This provision does not apply to infrastructure projects that generate credits in the Low Carbon Fuel Standard program.

21. NOTICES

All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Justin Joe, email: jjoe@aqmd.gov

RECIPIENT: County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Rd.
Whittier, CA 90601
Attn: Diane Engler, email: dianeengler@lacsdc.org

22. INDEPENDENT CONTRACTOR

RECIPIENT, its officers, employees, agents or representatives, shall act in an independent capacity, and shall in no sense be considered employees or agents of SCAQMD or CARB, nor shall RECIPIENT, its officers, employees, agents or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, RECIPIENT's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

23. NON-DISCRIMINATION

In the performance of this Agreement, RECIPIENT shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. RECIPIENT shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

24. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by RECIPIENT without the prior written consent of SCAQMD, and any attempt by RECIPIENT to do so shall be void upon inception.
- B. RECIPIENT agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of the grant-funded vehicles, engines and/or equipment, prior to completing the transaction. RECIPIENT shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Agreement. RECIPIENT is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Agreement's terms and conditions to the Buyer. **RECIPIENT will not be relieved of the legal obligation to fulfill the terms and conditions of this Agreement until and unless the Buyer has assumed responsibility of this Agreement's terms and conditions through an executed Agreement with SCAQMD.**

25. NON-EFFECT OF WAIVER

The failure of RECIPIENT or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

26. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party shall bear its own attorneys' fees and costs.

27. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

28. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

29. HEADINGS

Headings on the Clauses of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

30. SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Agreement or any counterpart may be executed and delivered by DocuSign, or by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

31. GOVERNING LAW

This Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be Los Angeles County, California.

32. PUBLIC WORKS PROJECTS

RECIPIENT agrees to comply with all of the applicable provisions of the California Labor Code pertaining to public works projects (Labor Code Sections 1720 – 1861). RECIPIENT shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, registering the public works project with the Department of Industrial Relations, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying the applicable prevailing rates, posting copies thereof at the job site and flowing all applicable requirements to its contractors. Proof of compliance must be provided to SCAQMD upon request. RECIPIENT shall indemnify, defend and hold harmless the SCAQMD against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

33. ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

For projects involving the installation of electric vehicle (EV) charging infrastructure and equipment, RECIPIENT shall comply with Section 740.20 of the Public Utilities Code, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install EV charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions as specified in the statute.

34. TAX IMPLICATIONS FROM RECEIPT OF CARL MOYER PROGRAM FUNDS

RECIPIENT is advised to consult a tax attorney regarding potential tax implications from receipt of grant funds under the Carl Moyer Program.

35. DISCLAIMER OF WARRANTY

The decision to participate in the Carl Moyer Program is RECIPIENT's decision. **SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or any grant-funded vehicles, engines and/or equipment.** SCAQMD will not be financially responsible or otherwise liable for the installation or performance of the grant-funded vehicles, engines and/or equipment.

36. ENTIRE AGREEMENT

This Agreement represents the entire agreement between RECIPIENT and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

37. AUTHORITY

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind RECIPIENT both in an operational and financial capacity and that the requirements and obligations under this Agreement are legally enforceable and binding on RECIPIENT.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY SANITATION DISTRICT NO. 2 OF
LOS ANGELES COUNTY

By: _____
for Ben J. Benoit, Chair, Governing Board

By: _____
Name:
Title: Chairperson, Board of Directors

Date: _____

Date: _____

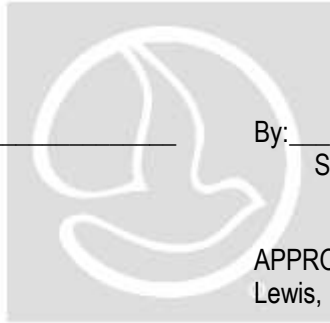
APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

ATTEST:

By: _____

By: _____
Secretary to the Board

//Moyer Boilerplate Infrastructure
Updated: January 26, 2022



APPROVED AS TO FORM:
Lewis, Brisbois, Bisgaard & Smith LLP

By: _____
District Counsel

ATTACHMENT 1

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

The purpose of this project is to enable the deployment of alternative, advanced, and cleaner technologies by RECIPIENT with grant funding support from SCAQMD’s Carl Moyer Program for the installation of fueling or energy infrastructure to fuel or power covered sources.

RECIPIENT shall install, own, operate and maintain infrastructure for new battery charging stations in accordance with the project information summarized in Table 1 below.

Table 1: Infrastructure Project Information

Project Type	Project ID	Public or Private Access	New, Expansion or Conversion of Infrastructure	Project Location	Project Overview
Battery Charging Station	23CMP117	Private Access	New	24501 S Figueroa St, Carson CA 90745	Install one (1) 180kW DC fast charging unit with a total of two CCS1 connectors. The total annual throughput capability per Table 2.
Battery Charging Station	23CMP118	Private Access	New	2806 Workman Mill Road, Whittier CA 90601	Install two (2) 180kW DC fast charging units with a total of four CCS1 connectors, two (2) 16.8kW AC charging units with a total of two SAE J1772 connectors, and one (1) forklift charger with one GNB connector. The total annual throughput capability per Table 2.

RECIPIENT shall perform the following tasks to implement this project:

Task 1: Project Design, Schedule and Approvals

- 1.1 RECIPIENT shall provide to SCAQMD a project schedule with milestone dates for final infrastructure design including construction contract execution, placement of equipment order, acquisition and delivery of equipment, construction, installation, system testing and commissioning (initial operation date).
- 1.2 RECIPIENT shall provide a schedule to SCAQMD with milestone dates for acquisition of permits and other outside public agency approvals required for this project. A schedule for completion and certification of required California Environmental Quality Act documents shall be included.
- 1.3 RECIPIENT shall provide a copy of all permits/permit approvals and certifications, including California Environmental Quality Act documentation, to SCAQMD prior to construction.

- 1.4 RECIPIENT shall adhere to the Project Milestones in Attachment 1A.
- 1.5 RECIPIENT shall demonstrate that the infrastructure is fully operational by no later than the Due Date listed in Attachment 1A, unless an extension has been requested by the RECIPIENT and approved in writing by SCAQMD. The project shall be considered fully operational after completing and passing a post-inspection by SCAQMD (See Task 3).

Task 2: Equipment Procurement and Installation

- 2.1 RECIPIENT shall provide proof of three-year equipment warranties to SCAQMD at the time of invoice submittal for the grant-funded equipment.
- 2.2 RECIPIENT shall ensure work is performed by a licensed contractor.
- 2.3 If RECIPIENT determines that it will be unable to procure or install the equipment for the infrastructure project(s) identified in Table 1, RECIPIENT shall inform SCAQMD in writing as soon as possible so that SCAQMD may re-evaluate the project to determine if an amendment to, or termination of, the Agreement is appropriate.
- 2.4 All equipment and parts must be new. Remanufactured or refurbished equipment and parts are not eligible.
- 2.5 RECIPIENT shall demonstrate that they either own the land on which the project will be located, or control it through a long-term lease, easement or other legal arrangement, for the duration of the project life. For a project where the land is not owned by the RECIPIENT, an executed lease agreement or letters of commitment lasting for the duration of the project life shall be provided and signed by the property owner/authorized representatives.
- 2.6 For a publicly accessible station, RECIPIENT shall provide a description of the geographic location, including an aerial map (i.e. satellite view from an internet based map or city/county map) and specific street address of the project station.
- 2.7 RECIPIENT shall provide documentation that power or fuel is being provided to the project site (e.g. application, payment to the local utility company for power installation, or contract).

Task 3: Inspections

- 3.1 Before work commences, RECIPIENT shall make the project site location available to SCAQMD for a pre-inspection. RECIPIENT shall make all infrastructure equipment available to SCAQMD staff for a post-inspection in accordance with the Inspection Clause of this Agreement. During the post-inspection, RECIPIENT shall demonstrate to the SCAQMD inspector that the infrastructure is fully operational and in proper working order by connecting a vehicle to the fueling infrastructure.

- 3.2 Once the station is commissioned by the date specified in Attachment 1A, RECIPIENT shall, within 30 days of commissioning, make a written request for SCAQMD to conduct a post-inspection. Reimbursement of eligible costs will not be issued until satisfactory completion of this post-inspection.
- 3.3 RECIPIENT shall provide to SCAQMD the annual operation data collection procedure and a copy of the executed RNG Supply and Purchase agreement at the time of post-inspection. *(for RNG STATION ONLY)*
- 3.4 RECIPIENT agrees to permanently display one SCAQMD decal in a prominent location on each grant-funded dispensing station. Decals will be provided by SCAQMD upon notification that each subject station becomes operational. RECIPIENT shall maintain the decal for the life of the grant-funded station. Should any decal become damaged, faded, or otherwise unreadable, RECIPIENT shall request a replacement decal from SCAQMD and apply the new decal in the same or other prominent location. SCAQMD shall not be responsible for damage to paint or other surfaces arising from application or removal of decals.

Task 4: Infrastructure Operation

- 4.1 RECIPIENT agrees that the infrastructure equipment shall remain operational within the geographical boundaries of the SCAQMD for the Agreement term.
- 4.2 Publicly accessible station must at a minimum be accessible to the public daily during regular business hours.
- 4.3 For publicly accessible infrastructure project(s), RECIPIENT is responsible for ensuring that repairs are made and station is operational within 48 hours if equipment is not functional.
- 4.4 For non-public accessible infrastructure project(s), RECIPIENT has 15 business days to report the problem to SCAQMD and shall work with SCAQMD promptly to ensure infrastructure equipment is operational.
- 4.5 RECIPIENT shall repair or replace the fuel/energy meter as soon as possible if during the project life the fuel/energy meter fails for any reason.
- 4.6 RECIPIENT agrees to make operational information for the infrastructure identified in Table 1 available, upon reasonable notice, to SCAQMD or CARB staff during the life of the project. This information should include annual usage, or the amount of fuel/energy consumed.
- 4.7 RECIPIENT agrees to operate the infrastructure equipment based on annual usage during the project life. The expected usage is specified in Table 2 below.

Table 2 –Annual Usage

Project ID	Estimated Annual Usage *	Project Life (yr)
23CMP117	40,000 kWh per year	3
23CMP118	50,000 kWh per year	3

*The anticipated annual usage for the term of the Agreement is based on the projected full-capacity throughput provided in the RECIPIENT’s application.

Task 5: Reporting

- 5.1 RECIPIENT shall provide annual reports for the entire project life, as described in the Deliverables, Attachment 1B. Annual reporting shall include annual usage as well as the duration and causes of unscheduled downtime.
- 5.2 RECIPIENT shall provide a final commissioning report upon station commissioning, as described in Deliverables, Attachment 1B.

ATTACHMENT 1A
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
Invoices Due No Later Than	March 1, 2023
Annual Project Progress Reports Due	June 15, 2024 June 15, 2025 June 15, 2026

ATTACHMENT 1B

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

In addition to the deliverables set forth in the above-referenced Statement of Work, RECIPIENT shall supply the following reports (using Attachment 3 Annual Report Form) to the SCAQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Two stapled copies of an annual report, to be submitted annually for the term of the Contract, per Attachment 1A. Annual Reports shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Each annual report shall include, but not be limited to, the following:
 - a. Reference to SCAQMD Contract number
 - b. A description of the funded infrastructure, including:
 - Project IDs
 - Project Type (battery charging)
 - Project Sub Type (private access)
 - Infrastructure Addresses
 - c. A description of the operation of the infrastructure, including:
 - Number of stations and ports per station
 - Annual usage during the report period
 - d. Problems - a discussion of any unscheduled downtime encountered during the year and the causes of downtime.
 - e. If the annual usage is below the projected usage for that year, then provide an explanation for the low usage and submit a plan for meeting the projected usage the following year.
 - f. Proof of property insurance.

ATTACHMENT 2

**PAYMENT SCHEDULE
COMPANY NAME HERE
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-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.

ATTACHMENT 3

Carl Moyer Program Infrastructure Project Annual Report Form

SCAQMD Contract Number:	Reporting Period: Start Date:	End Date:
Title of Project:		
Recipient / Company Name:		Contact Name:
Business Phone:	Cell Phone:	Email Address:

Address:

Infrastructure Information

Project ID#	Project Type (NG filling or RNG filling)	Public or Private Access?	No. of Fill Dispensers and No. of Hoses per Dispenser	Infrastructure Address

Infrastructure Operational Information

Project ID#	Dispenser Meter Reading & Units	Date of Dispenser Meter Reading	Annual Usage/Throughput (Standard Cubic Feet)	Brief description of vehicle types that fuel at the natural gas infrastructure (i.e., port trucks, bus, delivery, etc.)

1. For renewable natural gas (RNG) infrastructure, please indicate the percentage of renewable feedstock and provide documentation of the year's renewable gas usage:

2. Please indicate any unscheduled downtime, including duration and causes of downtime:

3. If the annual usage is below the projected usage for that year, please provide an explanation for the lower actual usage and submit a plan for meeting the projected usage the following year.

4. Please provide proof of property insurance (attach).

I certify to the best of my knowledge that the information provided is true and correct.

Name / Title of Person Completing Report Form (Print) _____

Signature _____ Date _____