

**AMENDMENT NO. 3 TO 19EV021**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**FUNDING AGREEMENT NO. 19EV021**

This amendment to the above-entitled funding agreement (“Amendment to Agreement”) consists of four (4) pages.

**RECITALS:**

1. On January 10, 2020, the Bay Area Air Quality Management District (“Air District”) and City of Richmond (“Project Sponsor”) (hereinafter referred to as the “Parties”) entered into Funding Agreement 19EV021 (“Agreement”), pursuant to which the Air District Awarded a Transportation Fund for Clean Air grant of \$55,500.00 for a project to install and operate 14 single-port level 2 (high) and 1 single-port level 2 (low) charging stations at 4 workplace, 2 multi-dwelling unit and 1 transit parking facilities in Richmond (“Project”). On March 29, 2021, Amendment No. 1 to Funding Agreement 19EV021 was executed to amend the Project scope and swap a facility with no change to charger configurations. On October 19, 2021, Amendment No. 2 to Funding Agreement 19EV021 was executed to amend the project deadline and reporting due dates, in addition to swapping facilities with no change to charger configurations.
2. The Project Sponsor requested an update to the Project Schedule and Reporting Due Dates because of implementation delays.
3. The Parties sought to amend the Invoice and Payment Schedule to allow interim payments.
4. The Air District finds that this modification neither impacts the cost-effectiveness of this Project nor affects the Project’s ranking or eligibility for funding.
5. Pursuant to Section IV, Paragraph 3 of the Agreement, Parties desire to amend the Agreement as follows:

**TERMS AND CONDITIONS OF AMENDMENT TO AGREEMENT:**

1. This Amendment to Agreement hereby amends Attachment A, Paragraph 8, by deleting this paragraph in its entirety and replacing it with the following language:

**8. Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Starts	Effective Date of Agreement
All funded equipment installed and placed into service, start of the Project Operational Period	By June 30, 2022
End of the Project Operational Period	By June 30, 2025

2. This Amendment to Agreement hereby amends Attachment B, Paragraph 5, by deleting the paragraph in its entirety and replacing it with the following language:

**5. Invoice and Payment Schedule (Section III.2):** The Project Sponsor shall submit a single invoice (Final Invoice) along with the Expenditure Report as specified in Attachment C.

The Final Invoice shall be prepared on the Air District's General Invoice Form and shall include:

- A. The Project Number;
- B. An itemized list of all incurred by the Project Sponsor, specifying which are Eligible Costs and dates labor was performed and equipment was purchased;
- C. The total funds being requested;
- D. Supporting documentation of Project Sponsor's payments made for goods and services incurred, such as copies of receipts for services paid; invoices from vendors, consultants, or contractors, with an explanation of the goods or services provided for the Project; and time sheets documenting hourly labor costs incurred.

The Project Sponsor may seek an interim payment from the Air District. To request an interim payment, the Project Sponsor must submit an updated Project schedule that identifies the anticipated completion date, together with invoices for costs incurred to date, to the Air District. The Air District has the sole discretion to approve an interim payment for Eligible Costs incurred to date.

The Air District will not process any invoice until all current Project obligations are fulfilled. The Air District shall retain fifteen percent (15%) of the final Funds Awarded until the project has fulfilled its usage and operational requirements and the Final Report has been received and approved by the Air District.

3. This Amendment to Agreement hereby amends Attachment C, Paragraphs 2, 3 and 4, by deleting these paragraphs in their entirety and replacing them with the following language:

**2. Expenditure Report (Sections II.6, II.8):** The Project Sponsor shall submit Expenditure Report to the Air District. Expenditure Report shall be prepared on the Air District's Expenditure Report form.

**Due Date:** By August 30, 2022 and following the start of the Project Operational Period.

The Expenditure Report shall include the following information:

1. A table that shows the address of each approved Facility and the following information for each of the TFCA-funded chargers by Facility: date construction was completed; date charger was placed into service; dates and time charger is open for use by the public (e.g., employees, residents); and the pricing structure (\$ per kWh, flat fee per use, etc.).
2. A discussion of any pertinent issues or problems experienced with the project to date.
3. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source, such as photographs of the charging station(s) with Air District logos attached; documentation of use of the Air District's logo on promotional materials, brochures, handbooks, and maps that promote or inform the public about the Project services; and copies of press releases and newsletter articles related to the Project (Section II.8).
4. A statement confirming that information about the funded stations have submitted and are listed on the US Department of Energy's Alternative Fuel Data Center.

3. **Annual Reports (Sections II.6):** Annual Reports shall be prepared on the Air District's Annual Report form.

**Due Dates:** By March 1, 2023, March 1, 2024 and March 1, 2025.

Each Annual Report shall cover a 12-month period (from January 1 to December 31) and include the following information for each charger (the first and last report may cover a shorter or longer period):

- A. For each month, the amount of electricity in kWh dispensed.
- B. A discussion of any pertinent issues or problems that arose during the charging station(s)'s operation (e.g., repairs, downtime).
- C. A discussion of any work that has been performed to the Station(s) (e.g., maintenance, repair), as well as any expansion or upgrade plans.
- D. The actual number of days that each charger was operating.
- E. The pricing structure (per kWh, flat fee per use) on a charger basis.

4. **Final Report (Sections II.6):** The Project Sponsor shall submit the Final Report to the Air District. The Final Report shall be prepared on the Air District's Final Report form and shall include the same information listed above under Annual Reports and must be received by the Air District by March 1, 2026 and following the end of the Project Operational Period.

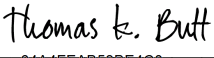
4. All other terms and conditions of the Funding Agreement shall remain in effect.
5. The Effective Date of this Amendment to Funding Agreement is the date that the Air District's Executive Officer/Air Pollution Control Officer or designee has executed this Amendment to Funding Agreement

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

CITY OF RICHMOND

by: <sup>DocuSigned by:</sup>  
  
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Anthony Fournier  
Technology Implementation Officer  
Bay Area Air Quality Management District

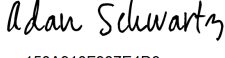
<sup>DocuSigned by:</sup>  
  
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Thomas Butt  
Mayor  
City of Richmond


Date: 5/18/2022

Date: 5/17/2022

Approved as to legal form

Approved as to legal form (optional)

by: <sup>DocuSigned by:</sup>  
  
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Adan Schwartz  
Acting District Counsel  
Bay Area Air Quality Management District

by: <sup>DocuSigned by:</sup>  
 For  
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City Attorney

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Pamela Christian City Clerk