

This Sample Voucher Agreement can only be modified by the Project Administrator after review and approval by CARB. An actual Voucher Agreement will align with a project's scope, timeline, budget, and other details. Note, however, that the language in this Sample Voucher Agreement is not negotiable and shall not be modified or proposed to be modified by any applicant, including but not limited to the language in sections Oversight and Accountability and General Provisions.



## MOBILITY PROJECT VOUCHER AGREEMENT

*Template for Tribal Awardees*

(Agreement Number MPV23W2A-#)

FOR

[Insert Awardee Name]

FOR



**Clean Mobility Options**  
**Voucher Program**

## Table of Contents

|            |  |           |
|------------|--|-----------|
| <b>1.</b>  | <b><u>Complete Agreement</u></b> .....                                     | <b>2</b>  |
| <b>2.</b>  | <b><u>Voucher Acknowledgement</u></b> .....                                | <b>3</b>  |
| <b>3.</b>  | <b><u>Voucher Summary and Contact Information</u></b> .....                | <b>3</b>  |
| <b>4.</b>  | <b><u>Agreement Term</u></b> .....   | <b>3</b>  |
| <b>5.</b>  | <b><u>Performance and Reporting Requirements</u></b> .....                 | <b>3</b>  |
| <b>6.</b>  | <b><u>General Requirements</u></b> .....                                   | <b>4</b>  |
| <b>7.</b>  | <b><u>Motor Vehicles and Micromobility Devices</u></b> .....               | <b>5</b>  |
| <b>8.</b>  | <b><u>Infrastructure</u></b> .....   | <b>6</b>  |
| <b>9.</b>  | <b><u>Planning, Operations, and Maintenance</u></b> .....                  | <b>8</b>  |
| <b>10.</b> | <b><u>Outreach, Communication, and Participation</u></b> .....             | <b>8</b>  |
| <b>11.</b> | <b><u>Budget and Voucher Payments</u></b> .....                            | <b>10</b> |
| <b>12.</b> | <b><u>Suspension of Payments and Early Agreement Termination</u></b> ..... | <b>13</b> |
| <b>13.</b> | <b><u>Oversight and Accountability</u></b> .....                           | <b>13</b> |
| <b>14.</b> | <b><u>Modification to Agreement</u></b> .....                              | <b>14</b> |
| <b>15.</b> | <b><u>Change of Business</u></b> .....                                     | <b>14</b> |
| <b>16.</b> | <b><u>Notices and Contract Representatives</u></b> .....                   | <b>15</b> |
| <b>17.</b> | <b><u>Insurance Requirements</u></b> .....                                 | <b>16</b> |
| <b>18.</b> | <b><u>Representations and Certifications</u></b> .....                     | <b>16</b> |
| <b>19.</b> | <b><u>Confidentiality and Data Security</u></b> .....                      | <b>17</b> |
| <b>20.</b> | <b><u>General Provisions</u></b> .....                                     | <b>20</b> |
| <b>21.</b> | <b><u>Entire Contract</u></b> .....  | <b>33</b> |
| <b>22.</b> | <b><u>Authority</u></b> .....  | <b>33</b> |

## Exhibits

- A Notice of Intent to Award
- B Scope of Work
- C Community Resource Contributions
- D Phase 1 Application Submission and Attachments (Original)
- E Phase 2 Application Submission and Attachments (Original)
- F Approved Resolution and Limited Waiver of Sovereign Immunity
- G Conflict of Interest Declaration
- H Confidentiality Agreement
- I Payment Request Form
- J Implementation Manual for the Clean Mobility Options Voucher Pilot Program
- K Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations
- L Bureau of Indian Affairs Consent (if applicable)

**Clean Mobility Options Voucher Program**  
**Mobility Project Voucher**  
**Voucher Agreement**  
**MPV23W2A-#**

This Voucher Agreement (hereinafter, "Agreement") is made and entered between the CALSTART, Inc., whose principal place of business is 48 S. Chester Avenue, Pasadena, California 91106, hereinafter referred to as "Program Administrator" and **[Awardee]**, whose principal place of business is **[Awardee's Address]**, hereinafter referred to as "Awardee". The Program Administrator and the Awardee are at times collectively referred to herein as "Parties."

**Recitals**

**WHEREAS**, on 04/01/2019 CALSTART executed grant agreement G17-CMDC-01 with the State of California, California Air Resources Board (hereinafter "CARB").

**WHEREAS**, CALSTART is a non-profit, public benefit corporation seeking to create quality jobs, support clean air initiatives, enhance the quality of life, especially in disadvantaged communities, and improve America's global competitiveness through the establishment of an advanced clean transportation industry.

**WHEREAS**, **[Awardee]**, qualifies as a voucher applicant per the Implementation Manual for the Clean Mobility Options (hereinafter "CMO") Voucher Program (hereinafter, "Program").

**WHEREAS**, CALSTART desires to contract with **[Awardee]** for, and **[Awardee]** desires to provide the services described in the Scope of Work, attached as Exhibit B, and made a part of this Agreement by reference; and,

**WHEREAS**, **[Awardee]** represents that it is willing and able to perform the activities set forth herein;

**NOW, THEREFORE**, based on their mutual promises, covenants, and conditions contained herein and other good and valuable consideration detailed below, the Parties hereby agree as follows:

## CLEAN MOBILITY OPTIONS (CMO) VOUCHER PROGRAM TERMS

### 1. Complete Agreement

The Complete Agreement between the parties shall consist of the following parts:

- Voucher Agreement (this document)
- Exhibit A: Notice of Intent to Award
- Exhibit B: Scope of Work
- Exhibit C: Community Resource Contributions
- Exhibit D: Phase 1 Application Submission and Attachments (Original)
- Exhibit E: Phase 2 Application Submission and Attachments (Original)
- Exhibit F: Approved Resolution and Limited Waiver of Sovereign Immunity
- Exhibit G: Conflict of Interest Declaration
- Exhibit H: Confidentiality Statement
- Exhibit I: Payment Request Form
- Exhibit J: Implementation Manual for the Clean Mobility Options Pilot Voucher Program
- Exhibit K: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations
- Exhibit L: Bureau of Indian Affairs Consent (if applicable)

Collectively this document, the exhibits and the documents incorporated by reference constitute the complete agreement between the parties.

The Awardee understands the Agreement terms are non-negotiable and agree to abide by all requirements, terms, and conditions of the CMO Voucher Program, which are contained in the Implementation Manual for the Clean Mobility Operations Voucher Pilot Program currently in effect, referred to as Exhibit J in this Agreement, which can also be obtained on the Internet at <https://cleanmobilityoptions.org/implementation-manual/>. The CMO Implementation Manual and any subsequent changes or updates constitute part of this agreement and are incorporated in full into this Agreement by reference.

**Order of Preference:** In the event of any conflict in the Agreement documents, the following shall take precedence:

- 1) This document, titled "Voucher Agreement", and future amendments thereto;
- 2) Exhibit B, Scope of Work;
- 3) Exhibit D: Phase 1 Application Submission and Attachments (Original);
- 4) Exhibit E: Phase 2 Application Submission and Attachments (Original); and,
- 5) Other exhibits to this Agreement.

Under no circumstances shall the Awardee's final plans and specifications relieve the Awardees of any requirement contained in the Agreement unless the Program Administrator has expressly agreed, in writing, to waive the requirement.

## 2. Voucher Acknowledgement

This Agreement is funded in whole or in part by a California Air Resources Board (CARB) grant to the Program Administrator under the California Climate Investment (hereinafter “CCI”) program and by the California Energy Commission’s (hereinafter “CEC”) Clean Transportation Program. As such, the Awardee and its sub-Awardees shall fully comply with all applicable grant rules, regulations, and requirements outlined in this Agreement.

## 3. Voucher Summary and Contact Information

|                                   |  |
|-----------------------------------|--|
| <b>Project Title:</b>             |  |
| <b>Total Funding:</b>             |  |
| <b>Project Lead (Awardee):</b>    |  |
| <b>Main Contact:</b>              |  |
| <b>Contact Title:</b>             |  |
| <b>Address:</b>                   |  |
| <b>City, State, Zip</b>           |  |
| <b>Contact Telephone:</b>         |  |
| <b>Authorized Official:</b>       |  |
| <b>Authorized Official Title:</b> |  |

## 4. Agreement Term

The Term of this Agreement shall commence the date this Agreement is executed by authorized representatives of both Parties (the “Effective Date”) and shall end (the “End Date”) five (5) years from the Effective Date unless sooner terminated as provided for in Article 20(x) herein or amended by mutual written agreement of both Parties. The Awardee’s performance of work or other expenses billable under this Agreement may not commence until after full execution of this Agreement by authorized representatives of both Parties.

The period of performance includes up to 15 months for project design, planning and construction (Planning and Construction Period), and a minimum of four (4) years of service operation (Project Operation Period). Clean mobility projects funded by this program must be fully operating for at least four (4) years.

## 5. Performance and Reporting Requirements

- A. The Awardee agrees to collect the project data and report to the Program Administrator at least quarterly throughout the 5-year Agreement Term as specified in the Exhibit J.
- B. The Awardee agrees to submit an end-of-agreement Final Report within 30 calendar days before the End Date or the project completion date, whichever comes first, pursuant to the Implementation Manual.

- C. The Program Administrator reserves the right to review, comment, and request changes to any report produced as a result of this Agreement and the Awardee agrees to make the changes requested.
- D. The Awardee agrees to collect, monitor, and report required project data, including but not limited to, vehicle, bicycle, and other Clean Mobility Options' specifications, performance, operation, and maintenance data, as specified in Exhibit J. The Awardee agrees to coordinate with the Program Administrator to provide this data and administer surveys to participants to collect usage data and other information during the Agreement Term.
- E. The Awardee warrants that it will exercise due care and diligence in the performance of work, and the work shall be fully and finally completed in accordance with this Agreement subject to the Program Administrator's final approval, which the Program Administrator will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standard or correct otherwise defective work that requires re-performance of the work, as directed by the Program Administrator, shall be the responsibility of the Awardee and not the Program Administrator. In the event the Awardee fails to perform in accordance with the above standard:
  - a) The Awardee will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Program Administrator. Any work re-performed pursuant to this Clause shall be completed within the time limitations originally set forth for the specific task involved. The Awardee must meet the task deadline at no additional cost to the Program Administrator.
  - b) The Program Administrator may, at its own discretion, provide a new schedule for the re-performance of any task pursuant to this paragraph in the event the re-performance of a task within the original time limitations is not feasible.
- F. The Program Administrator has the option to direct the Awardee not to re-perform any task which was not performed to the reasonable satisfaction of the Program Administrator pursuant to (a) and (b) above. In the event the Program Administrator directs the Awardee not to re-perform a task, the Program Administrator and the Awardee shall negotiate a reasonable settlement for satisfactory work performed. Any previous payments made by the Program Administrator shall not be considered a waiver of the Program Administrator's right to reimbursement.

## **6. General Requirements**

- A. The Awardee agrees to ensure that all partners and subcontractors agree to all provisions of CMO, implemented through Exhibit J, and to notify CARB and the Program Administrator immediately if the Awardee becomes aware that partners or subcontractors are out of compliance.

- B. The Awardee agrees to be available for a site visit, evaluation, review, or an audit of the project by CARB, California Energy Commission (CEC), and/or the Program Administrator at any time during the Agreement Term.
- C. The Awardee understands that CARB and the Program Administrator reserve the right to enforce the terms of this Agreement at any time during the Agreement Term.
- D. The Awardee agrees to provide the community resource contributions listed in this Agreement to supplement the voucher funding with community investments as specified in the application and this Voucher Agreement (Exhibits D and E).
- E. In the event that CALSTART, Inc., is no longer the Program Administrator prior to the end of the Agreement Term, the Awardee agrees to sign the amended Agreement with the new Program Administrator selected by CARB.
- F. The Awardee agrees to fulfill California Environmental Quality Act (hereinafter "CEQA") requirements for each proposed infrastructure installation (e.g., electric vehicle supply equipment or hydrogen refueling station) that is subject to CEQA compliance, as well as permitting and other requirements. Such proposals must adhere to the CEQA requirements specified in Exhibit J.

## **7. Motor Vehicles and Micromobility Devices**

The Awardee agrees to meet the following conditions for vehicles procured or mobility services provided using vehicles under this Agreement. Vehicles include light-duty or medium-duty motorized vehicles, neighborhood electric vehicles, bicycles, scooters, or other micromobility devices.

- A. Compliance with all vehicles and micromobility devices requirements specified in Exhibit J.
- B. Services, vehicles, micromobility devices, and infrastructure funded by CMO will be maintained throughout the Agreement Term.
- C. Approval for a project modification will be secured from the Program Administrator before using vehicles funded by CMO in any way other than described by the project narrative (e.g., the Awardee proposes to introduce a new service model supported by their needs assessment result but not previously identified in the project narrative) per the Awardee's application (Exhibit D and E).
- D. All project vehicles and micromobility devices will be equipped with telematics hardware that allows for recording geospatial utilization data, consistent with data collection requirements specified in Exhibit J.
- E. In the event that installation of telematics hardware is found to be infeasible, the Awardee agrees to provide an alternative approach to collect necessary location and usage data to the Program Administrator, who will consider such requests on a case-by-case basis.

- F. If the owner of vehicles or micromobility devices (hereinafter “Fleet Owner”) is different from the Awardee, the Fleet Owner must also agree that they will abide by the terms and conditions of this Agreement.
- G. In the event the titles of the vehicles purchased with the CMO voucher funds are held by an organization on the program team other than the Awardee, the Fleet Owner must offer to transfer ownership of the vehicle to the Awardee or its designee, at no cost, at the end of the Agreement Term, or at any time during the Agreement that the vehicle owner’s contract with the Awardee is terminated upon approval by the Program Administrator. If a new entity holds the vehicle title, the Awardee must submit evidence to the Program Administrator that this clause has been agreed to by the new vehicle owner and the Awardee.

## 8. Infrastructure

The Awardee agrees to meet the following conditions for the installation of infrastructure under this Agreement. The installation of infrastructure includes electric vehicle supply equipment (hereinafter “EVSE”), hydrogen refueling stations, bicycle/scooter parking or charging infrastructure, bicycle/scooters safety right-of-way improvement, or signage and wayfinding infrastructure.

- A. Infrastructure obtained with CMO funding will be sited in location(s) as specified by the Awardee’s project plan, as approved by the Program Administrator.
- B. The Program Administrator will be notified if the Awardee is unable to site the CMO-funded infrastructure in location(s) previously specified by the project plan, as modified by the Program Administrator. The Program Administrator must approve the new proposed location.
- C. Compliance with all infrastructure requirements specified in Exhibit J, including CEQA Compliance and Permitting requirements, as listed in Exhibit J and as stated in Planning, Operations, and Maintenance section 9 in this Agreement.
- D. Compliance with Assembly Bill 841 (Ting 2020), which requires Electric Vehicle Infrastructure Training Program (hereinafter “EVITP”) certification for the installation of CMO-funded electric vehicle charging infrastructure and equipment. All CMO-funded electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors’ State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include the installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP-certified electrician.

The awardee must submit proof to the CMO Program Administrator of the required EVITP certification before performing any installation work described above. Proof of EVITP certification shall include the following:



- a) AB 841 certification that certifies the project has complied with all AB 841 requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Awardee's authorized representative.
- b) EVITP Certification Numbers of each EVITP-certified electrician that installed electric vehicle infrastructure of equipment if AB 841 requirements apply to the project.
- c) For all electric vehicle chargers and charging stations installed on or after 1/1/2024: compliant with recordkeeping and reporting standards as described in CEC's regulations, developed under AB 2061.

The requirements stated above do not apply to any of the following:

- a) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
  - b) Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
  - c) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
- E. Compliance with the recordkeeping and reporting standards established under Assembly Bill 2061 (Ting, Chapter 345, Statutes of 2022) and Assembly Bill 126 (Reyes, Chapter 319, Statutes of 2023) (Pub. Resources Code, §25231.5) for electric vehicle chargers or charging stations installed on or after January 1, 2024.
- a) Compliance with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
  - b) Compliance with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
  - c) Compliance with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements.
  - d) If the Awardee is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Awardee shall verify receipt by signing the disclosure.

- F. For infrastructure obtained with CMO funding that is not completely sited on the Project Lead's owned property and obtrusive to property not owned by the Project Lead, the Awardee will obtain and keep written approval from the property owner (including public agencies if relevant);
- G. Infrastructure obtained with CMO funding will be maintained in good repair and in accordance with the manufacturer's recommended use and maintenance through the minimum 4-year project operation period.

## **9. Planning, Operations, and Maintenance**

- A. The Awardee agrees to ensure services are delivered in accordance with the safety and accessibility requirements specified in Exhibit J.
- B. The Awardee agrees to develop, administer, and maintain a user-friendly vehicle reservation or ride request system as specified in Exhibit J.
- C. The Awardee agrees to provide payment options for end-users that do not have bank accounts with associated debit cards or credit cards, such as cash exchange, pre-paid debit cards, or payment through a cloud-based wallet that can be loaded through in-person payment.
- D. The Awardee understands hours of operation must be clearly designated and agrees to operate services during hours readily available to residents based on needs assessment results. It is recommended that services should be available to users at least 5 days a week and at least 12 hours per service day.
- E. The Awardee agrees to ensure that no more than 20 percent of the committed fleet (including micromobility devices) or charging infrastructure will be out of service at one time during designated hours of operation, and no single motor vehicle in the fleet will be out of service for more than one week at a time. The Awardees must report vehicles and chargers out of service and fleet size in quarterly reports, consistent with CMO Data Collection Requirements herein and in Exhibit J.
- F. The Awardee agrees to develop policies and procedure documents and flow charts that describe administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting.
- G. The Awardee agrees to fulfill California Environmental Quality Act (CEQA) requirements described in section 6 (F) herein.

## **10. Outreach, Communication, and Participation**

- A. The Awardees must ensure that key documents, platforms, and customer services are available in commonly-spoken languages in the project area, as determined through census data and community engagement. Key resources to be provided in commonly-spoken languages may include, but are not limited to:

- a) End user terms and conditions of service
  - b) Privacy policies
  - c) User manuals
  - d) Mobile software applications
  - e) Outreach and marketing materials
  - f) Customer service materials
- B. The Awardee agrees to conduct all community outreach and education events as specified in Exhibit B in accordance with stipulations set forth in Exhibit J.
- C. The Awardee agrees to follow instructions outlined in the [CMO Awardee General Branding and Communications Toolkit](#) when publicly communicating about the program, including displaying the CMO Program logo, the CCI logo and the California Energy Commission (CEC) logo on all outreach and education materials. The Awardee agrees to acknowledge the CCI program as a funding source from CARB's Low Carbon Transportation program and the Clean Transportation Program (CTP) as a funding source whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material using the program funding language provided in the CMO Awardee General Branding and Communications Toolkit.
- D. The Awardee understands and agrees that all outreach materials, project websites, press releases and press events must receive prior approval from the Program Administrator.
- E. The Awardee understands and agrees that the Program Administrator may use the Awardee organization name, the Awardee partner organization names, and any descriptive language and/or branding and imagery used in the application and/or in the execution of the voucher during CMO program activities and events for use in educational or promotional materials in print, multimedia, or web form. Language, branding, imagery, and/or photos and videos will only be used for purposes related to the CMO program.
- F. The Awardee understands and agrees to participate in Clean Mobility Equity Alliance (hereinafter "CMEA") events, training, and meetings as required by the Program Administrator or CARB.
- G. The Awardee understands and agrees to coordinate with other CARB's Low Carbon Transportation Investment Projects, including the Access Clean California Project, Sustainable Transportation Equity Project (hereinafter "STEP"), and Clean Mobility In Schools (hereinafter "CMIS"). Where applicable, the Awardee understands and agrees to coordinate with other CEC Clean Transportation Program Projects, including the California Electric Vehicle Infrastructure Project (CALeVIP), Communities in Charge (CIC), and Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIIZE).

## 11. Budget and Voucher Payments

### A. Budget Amount

- a) In accordance with the actual costs summarized in the Budget Categories in Exhibit B, the Awardee will be reimbursed for actual costs incurred in an amount not to exceed **[Written amount]** and 00/100 dollars (\$###, ###).
- b) Subject to prior written approval from the Program Administrator, budget line-item shifts of up to 25 percent of the Voucher Funds may be made during the Term, as long as the total voucher amount is unchanged and all other voucher redemption requirements are met. If the line-item shift is more than 25 percent, the Awardee must justify the reason for the amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. All line-item shifts must be consistent with Exhibit B (Attachment I).

### B. Voucher Payments for Awardees with Cost-Based Payments

- a) Payment shall be submitted for actual costs incurred in accordance with the budget in Exhibit B and policies and requirements described in Exhibit I and will be contingent upon the availability of funds received by Program Administrator from CARB.
- b) Program Administrator shall promptly notify the Awardee in the event funds are not available and Program Administrator shall have no liability to pay any funds whatsoever to the Awardee or to provide any other considerations under this Agreement. Program Administrator will pay the Awardee within 10 days after Program Administrator receives payment of invoices submitted from CARB.
- c) Payments made under the Agreement will be subject to the approval of the Awardee status reports by the Program Administrator and CARB, which reports shall clearly summarize actual costs to be reimbursed in accordance with Budget Categories in Exhibit B. Costs submitted for reimbursement that exceed Budget Categories (Direct Labor, Travel, Indirect Costs, etc.) will not be paid until a budget amendment is submitted and approved. Billings will be submitted no less than quarterly, but no more than monthly in a format consistent with the Payment Request Form (Microsoft Excel file format) that will be furnished to the Awardee by the Program Administrator.
- d) All costs submitted for reimbursement must be supported by sufficient relevant documentation:
  - i. Personnel Costs: Each staff position billed will be listed individually to include the name, title, number of hours worked, and hourly rate. Labor hours billed will be supported by time records and documentation will be submitted supporting actual hourly labor rates. Payroll registers and/or other third-party documents supporting actual payroll will be provided upon request.

- ii. Travel Costs:
  - 1. The Awardee headquarters shall be considered the location of the Awardee's office where the employees' assigned responsibilities for this award are permanently assigned.
  - 2. Travel costs submitted for reimbursement will be itemized on a listing providing information about the date traveled; origin and destination; individuals traveling; and purpose of business travel.
  - 3. All travel costs billed will be supported by itemized receipts and/or invoices.
  - 4. Travel costs reimbursed will be limited to the maximum per diem amounts set by the California Department of Human Resources (hereinafter "CalHR") at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- iii. All other direct costs, including Subcontractor costs, shall be itemized on the invoice and supported by sufficient relevant documentation such as a vendor invoice, receipt or other pertinent third-party provided documentation verifying amounts billed and/or reported as matching cost. Purchases exceeding \$2,500 not in the original budget must be pre-approved by the Program Administrator in writing. Copies of cancelled checks will be supplied upon request.
- e) Applicable non-labor rates used for billing purposes, including, but not limited to, fringe benefit, overhead, and General and Administrative (hereinafter "G&A") rates, will be supported by the methodology in which the rates are derived and applied. An approved cost rate agreement negotiated with a Federal cognizant agency or the Federal de minimis rate used in accordance with § 200.414(f) of 2 CFR 200 will suffice.
- f) The following costs are not allowable under any circumstances:
  - i. Food and alcoholic beverages
  - ii. Childcare
  - iii. Fines and penalties
  - iv. Litigation and other legal costs
  - v. Lobbying or other costs for the purposes of influencing election outcomes, referendums, or legislation
- g) The Program Administrator will disallow payment of costs not supported by sufficient relevant documentation. The Awardee shall bear all costs and expenses incurred that are not in accordance with the term and conditions of this Agreement unless the Program Administrator, in consultation with CARB, determines otherwise. The Awardee shall not request payment for ineligible costs (see section 11(B)(f) above).
- h) The Awardee shall maintain records, documents, and other evidence supporting all allowable costs incurred or anticipated applicable credits, and the receipt, use, and disposition of government or Program Administrator property coming into the

possession of the Awardee under this Agreement. The accounting system employed by the Awardee shall be in accordance with generally accepted accounting principles and best business practices, consistently applied.

- i) Upon completion or termination of the Agreement, the Awardee shall submit the final invoice (if any) no later than thirty (30) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated above.
- j) Each invoice must provide the agreement number, period covered by invoice, and the Awardee's Employer Identification Number, and be submitted via email to [accounting@cleanmobilityoptions.org](mailto:accounting@cleanmobilityoptions.org), or U.S. Postal Service using the following address:

Attention: Clean Mobility Options  
CALSTART, Inc.  
48 S Chester Avenue  
Pasadena, CA 91106

### C. Voucher Payments for Awardees with Milestone-based Payments

- a) Payment requests shall be made in accordance with the policies and requirements described in Exhibit J (Implementation Manual for the Clean Mobility Options Voucher Pilot Program) and in accordance with Awardee's project milestones schedule in Exhibit B. Payments will be contingent upon the availability of funds received from the CARB.
- b) Program Administrator shall promptly notify Awardee in the event funds are not available and Program Administrator shall have no liability to pay any funds whatsoever to the Awardee or to furnish any other considerations under this agreement. The Program Administrator will pay the Awardee within 10 days after the Program Administrator receives payment of invoices submitted from the CARB.
- c) Payments made under the Agreement will be subject to the approval of status reports and verification of the completion of payable milestones. Billings will be submitted no less than quarterly, but no more than monthly in a format consistent with the Payment Request Form (Microsoft Excel file format) that will be furnished.
- d) Payment will be delayed if the Program Administrator deems that milestones have not been accomplished or properly documented; that milestones are not in accordance with specifications or that amounts requested for payments are insufficiently documented, or invalid per the Project Milestone Schedule; or noncompliant with other terms of the Agreement.
- e) Upon completion or termination of the Agreement, the Awardee shall submit the final invoice (if any) no later than thirty (30) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated above.

- f) Each invoice must provide the agreement number, period covered by invoice, and the Awardee's Employer Identification Number, and be submitted via email to [accounting@cleanmobilityoptions.org](mailto:accounting@cleanmobilityoptions.org), or U.S. Postal Service using the following address:

Attention: Clean Mobility Options  
CALSTART, Inc.  
48 S Chester Avenue  
Pasadena, CA 91106

- D. The Awardee agrees and understands to prohibit using voucher funds to aid or support a sectarian purpose pursuant to California Constitution, article XVI, section 5. The Awardee also agrees to prohibit using voucher funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB and the Program Administrator reserve the right to obtain additional information from the Awardee to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of funding.

## **12. Suspension of Payments and Early Agreement Termination**

- A. The Program Administrator reserves the right to issue a suspension order (stop work order) at any time and for any reason. If issued, a suspension order will be in effect until the dispute has been resolved or the Agreement has been terminated. Upon issuance of the suspension order, the Awardee shall stop all work, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of this Agreement and will subject the Awardee to liquidated damages. The Awardee shall resume work only upon receipt of written instructions from the Program Administrator.
- B. In the event the Awardee chooses to continue to work on the project after a suspension order has been issued, the Awardee will not be paid for milestones completed or expenditures incurred during the suspension.
- C. If CARB rescinds the suspension order and does not terminate the Awardee's Agreement, the Program Administrator will pay completed milestones during the suspension that are payable in accordance with the terms of the Awardee's Agreement.
- D. In accordance with article 20(GG) (Termination), the Program Administrator reserves the right to terminate the Agreement upon 30 calendar days written notice to the Awardee. Upon termination, all remaining funds must be immediately returned to the Program Administrator.

## **13. Oversight and Accountability**

- A. The Awardee shall comply with all oversight responsibilities set forth in Exhibit J.

- B. If the Awardee detects any actual or potential activity associated with the circumstances described in section 13.C (e.g., falsification, misspending, etc.) by any third parties, including but not limited to the Awardee's contractors, subcontractors, sub-awardees, consultants, employees, agents, affiliates, officers, directors or representatives, the Awardee shall notify CARB and the Program Administrator immediately and work with the Program Administrator to determine an appropriate course of action. The Awardee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of this Agreement, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.
- C. CARB or its designee reserves the right to recoup any voucher funds that were awarded pursuant to this Agreement due to falsification, misspending, misinformation, misappropriation, fraud, negligence, non-compliance with program requirements or applicable laws, or other related circumstances by the Awardee, contractors, subcontractors, sub-awardees, consultants, employees, agents, affiliates, officers, directors or representatives. In the event that CARB determines that recouping voucher funds is necessary under the aforementioned circumstances, the Awardee agrees to return all voucher funds requested, including any interest earned, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law. CARB reserves the right to prohibit any entity from participating in existing or future CARB programs, projects, or grants due to non-compliance with the Agreement or Program requirements, or due to misinformation, misrepresentation, or fraud.

#### **14. Modification to Agreement**

Any modification to this Agreement must be mutually agreed upon and in writing, fully executed by authorized representatives of both Parties, before it is effective. Any action taken by the Awardee that is not within scope of the Agreement without authorized modification to this Agreement is deemed not authorized and Program Administrator may prohibit such costs from being claimed as reimbursable hereunder.

#### **15. Change of Business**

Change in Business – The Awardee shall promptly notify Program Administrator of the occurrence of each of the following:

- A. A change to the Awardee's address.
- B. A change in the Awardee's business name or ownership.
- C. The existence of any litigation or other legal proceeding affecting the project.
- D. The occurrence of any casualty or other loss to project personnel, equipment, or third parties of a type commonly covered by insurance.
- E. Receipt of notice of any claim or potential claim against the Awardee for a patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Program Administrator's, and/or CARB's and CEC's rights.



The Awardee shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Program Administrator. A change of business entity or name change requires an amendment assigning or novating the Agreement to the new entity. In the event the Program Administrator is not satisfied that the new entity can perform as the original Awardee, the Program Administrator may terminate this Agreement as provided in Article 20(GG).

**16. Notices and Contract Representatives**

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 (Monday-Friday) and delivered prior to 5:30 pm 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).

**CALSTART**

| <b>For legal and contract matters:</b>  | <b>For program matters:</b>           |
|---|---------------------------------------|
| Piero Stillitano, CFO   | [Insert CALSTART Main Contact, Title] |
| CALSTART, Inc.  | CALSTART, Inc.                        |
| 48 S. Chester Avenue  | 48 S. Chester Avenue                  |
| Pasadena, CA 91106  | Pasadena, CA 91106                    |
| Phone: 626-744-5608   | Phone:                                |
| Email: <a href="mailto:pstillitano@calstart.org">pstillitano@calstart.org</a> | Email:                                |

**[Name of Awardee]**

| <b>For legal and contract matters:</b>         | <b>For program matters:</b>                    |
|--|--|
| [Name of Awardee’s Authorized Official, Title] | [Name of Awardee’s Authorized Official, Title] |
| [Name of Awardee]                              | [Name of Awardee]                              |
| [Main Address]                                 | [Main Address]                                 |
| [City, State, and Zip Code]                    | [City, State, and Zip Code]                    |
| Phone: [Phone Number]                          | Phone: [Phone Number]                          |
| Email: [Email Address]                         | Email: [Email Address]                         |

## 17. Insurance Requirements

The Awardee, and its sub-awardees as well as its contractors and subcontractors who are performing work under this Agreement shall comply with all insurance requirements outlined in Exhibit J, providing the Program Administrator with evidence of required coverages upon Agreement execution and upon request thereafter. After the voucher is awarded, failure to provide the certificate within 60 days from the voucher execution date may result in the termination of the Agreement. The Awardee understands no work shall begin, and no payments will be made under this Agreement, until the Awardee and sub-awardees, contractors, and subcontractors fully comply with all applicable insurance requirements and sufficient evidence of coverage, such as a certificate of insurance, is provided.

The Awardee is responsible for submitting evidence of insurance for the Awardee and its sub-awardees, contractors, and subcontractors annually to the Program Administrator, or upon request, until the end of the Agreement Term.

## 18. Representations and Certifications

- A. The Awardee has, and will have, full authority to execute this Agreement; and to provide the Services that it agrees to provide under this Agreement according to the terms set forth herein. Each person executing this Agreement on behalf of a party represents that he or she is duly authorized to execute and deliver this Agreement on that party's behalf.
- B. The Awardee is either a public agency, non-profit organization, or tribal government consistent with applicant eligibility as defined in Exhibit J.
- C. This Agreement is legally valid, binding and enforceable against the Parties.
- D. The Awardee personnel will comply with all applicable laws, rules and regulations governing the performance of each of their respective obligations under this Agreement and shall maintain, requisite licenses, registrations, approvals and exemptions required to perform obligations under this Agreement.
- E. The Awardee will ensure that all its personnel will comply with its obligations under this Agreement in a timely fashion, consistent with best practices in the industry.
- F. The Awardee certifies that there is no material threatened or pending legal proceeding or government action to which it is a party or to which any of its property is subject, which could materially and adversely affect its ability to enter into this Agreement and/or perform all of its obligations hereunder.
- G. The Awardee will ensure that the Awardee personnel have appropriate experience, qualifications and expertise to perform the Services according to Exhibit B. The Awardee agrees that only licensed professionals will be used to perform services or conduct work under this Agreement where such services are called for and where licensed professionals are required for those services under California law.

H. The Awardee certifies that it has appropriate systems and controls in place to ensure that the equipment, materials and products provided by the Awardee, and its sub-awardees, contractors, and subcontractors, during performance of this Agreement will not infringe on any patent, copyright, trademark, related licenses, or other intellectual property.

## **19. Confidentiality and Data Security**

In addition to the confidentiality obligations set forth in Exhibit H and Exhibit J, it is expressly understood and agreed that information the Awardee collects, generates, or acquires on behalf of the Program Administrator in performing its obligations under the Agreement may be deemed confidential by the Program Administrator, and therefore, the Awardee agrees to:

- A. Treat and protect such information or data, including but not limited to all participant records and supporting documentation that personally identifies or describes an individual or individuals (or Personal Identifying Information (“PII”)), as confidential in accordance with California Information Practices Act (California Civil Code Sections 1798, et seq.) and other relevant State or Federal statutes and regulations.
- B. Observe complete confidentiality with respect to such information or data collected, generated, or acquired pursuant to the Agreement, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- C. Subject to section J below, the Awardee must acknowledge the confidential nature of information described in section A above; and, ensure that the Awardee, its employees, affiliates, officers, agents, and assigns (i) are informed of the confidential nature of such information; and, (ii) by agreement or otherwise, are prohibited from copying, revealing, or utilizing, for any purpose other than fulfillment of this Agreement, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Agreement.
- D. Sign all non-disclosure and confidentiality agreements provided by CARB, and shall require employees, contractors, and subcontractors to do the same when requested by CARB.
- E. Limit access to information and data collected, generated, or acquired pursuant to this Agreement only to necessary employees, agents, and contractors to perform their duties in fulfillment of the Agreement provisions.
- F. Notify the Program Administrator immediately and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section.

- G. Report any lost or stolen information, data, or equipment developed, purchased, or collected pursuant to this Agreement to CARB immediately, and to state or federal officials where required by applicable laws. The Awardee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach of confidential information, including PII, or to conduct its own independent investigation, and that the Awardee shall cooperate fully in such investigations. If applicable law requires or if CARB determines that notice to the individuals whose data has been lost or breached is needed, then the Awardee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. The Awardee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or omission of the Awardee or any of its employees, agents, officers, directors, affiliates, representatives, consultants, contractors, subcontractors or sub-awardees, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Agreement. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- H. Store all records in a secure and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
- I. Retain files during the Term of the Agreement plus five years and do not transmit them to any outside entity during this time except as otherwise approved by CARB.
- J. Transfer all project records, including the original records and all copies thereof, to CARB or the Program Administrator at the end of the five-year window described in section G above or upon termination, unless otherwise instructed by CARB.
- K. Not use any data or information, or any part thereof, obtained as part of the Agreement in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration without CARB's written consent.
- L. If the Awardee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 7920 et seq.) or other law, the Awardee shall give CARB at least fourteen (14) calendar days written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Awardee agrees that it will not challenge, or authorize or endorse any challenge to, any action or request by CARB to obtain a protective order or other court order to prevent the release of any information. The Awardee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public record requests.

- M. Provide CARB all pass phrases or passwords used for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Agreement.
- N. Ensure that confidential, sensitive, and/or PII information shall be encrypted in accordance with California State Administrative Manual section 5350.1 and California Statewide Information Management Manual section 5305-A.
- O. Assume all responsibility and liability for the security and confidentiality of the PII and other confidential information under its control.
- P. Adhere to all CARB confidentiality, disclosure, and privacy policies.
- Q. Certify, represent and warrant that:
  - a) Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data;
  - b) It is in compliance and shall remain in compliance at all times during the Agreement Term with the following requirements and obligations:
    - I. The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - II. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and the Awardee's plan to correct any negative findings shall be made available to CARB upon request;
    - III. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and the Awardee's plan to correct any negative findings and implementation progress reports shall be made available to the CARB upon request; and
    - IV. Privacy provisions of the Federal Privacy Act of 1974;
  - c) Compliance with industry standards and guidelines applicable to the work performed under the Agreement. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines

## 20. General Provisions

- A. ADA: Americans with Disabilities Act (hereinafter “ADA”) Language. The Awardee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Awardee and/or its contractors, subcontractors or sub-awardees, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Agreement, including Status Reports (collectively, the “Work”), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794, subd. (d)) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the “Accessibility Requirements”). For any Work provided to CARB or the public in PDF format, the Awardee, along with its contractors, subcontractors and sub-awardees, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB or the Program Administrator may request from the Awardee documentation of compliance with the requirements described above and may perform testing to verify compliance. The Awardee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Agreement.
- a) The Awardee must bring into compliance, at no cost to CARB or the Program Administrator, any Work by the Awardee, or its contractors, subcontractors, and sub-awardees, not meeting the Accessibility Requirements. If the Awardee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB or the Program Administrator, or within the time frame specified in said written notice, then the Awardee will be responsible for all costs incurred by the Program Administrator and/or CARB in bringing the Work into compliance with the Accessibility Requirements. The Awardee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Agreement for a period of one year following delivery of the final deliverable under this Agreement.
- b) Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.
- B. Amendment: This Agreement may only be amended by a written amendment to this Agreement which has been fully executed by authorized representatives of both Parties.
- C. Assignment: The Agreement is not assignable by the Awardee, either in whole or part, without the consent of CARB and the Program Administrator.

- D. Assurances: The Program Administrator reserves the right, but not the obligation, to seek further written assurances from the Awardee and any of the Awardee's contractors, subcontractors, employees, agents, officers, sub-awardees or affiliates, that the work performed under this Agreement will be performed consistent with the terms and conditions of this Agreement.
- E. Audits: The Awardee agrees that CARB, CEC, the California Department of General Services, the California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Awardee and all State funds received. The Awardee agrees to maintain such records for possible audit for a minimum of five (5) years after the term of the Agreement is completed unless a longer period of records retention is agreed to in writing by the Program Administrator and the Awardee. The Awardee agrees to allow auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Awardee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure auditors have the ability and right to audit records and conduct interviews of any and all sub-awardees, contractors, consultants and subcontractors in relation to performance or use of the voucher funds under this Agreement.
- F. Availability of funds: CARB's and the Program Administrator's obligations under the Agreement are contingent upon the availability of funds. In the event funds are not available, the Program Administrator and the State shall have no liability to pay any funds whatsoever to the Awardee or to furnish any other considerations under the Agreement or for any other reason.
- G. Awardee's responsibility for work: The Awardee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, agents, employees, representatives, affiliates, sub-awardees, contractors, subcontractors, suppliers, and providers of services. The Awardee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. Neither CARB nor the Program Administrator will mediate disputes between the Awardee and any other entity concerning responsibility for the performance of work. All subcontracts must be submitted to CARB or the Program Administrator upon request for review prior to execution. CARB may also request them during or after the Agreement Term and the Awardee agrees to provide them within five (5) calendar days. Nothing contained in this Agreement or otherwise creates any contractual relation between CARB and any subcontractors of the Awardee, and no subcontract may relieve the Awardee of its responsibilities under this Agreement. The Awardee shall only distribute CMO voucher funds on a reimbursement basis and shall not use voucher funds for advance payments to contractors, subcontractors, service providers, suppliers, sub-awardees, or other third parties.

The Awardee and third party agreements must, at a minimum, incorporate all of the following:

- a) A clear and accurate description of the material, products, or services to be procured.
- b) A detailed budget and timeline.
- c) Provisions that allow for administrative, contractual, or legal remedies in instances where the Awardee or third party violates or breaches contract terms, and provides for such sanctions and penalties as may be appropriate.
- d) Provisions for termination by the Awardee, including termination procedures and the basis for settlement.
- e) A statement that further assignments will not be made to any third party or subsequent tier subcontractors without advance written consent of CARB.
- f) Language conforming to Infrastructure requirements for Compliance with Assembly Bill 841 (Ting 2020) and all of General Provisions of this Agreement.

Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Agreement and grounds for immediate termination.

- H. Compliance with laws, regulations, etc.: The Awardee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements of the Agreement.
- I. Computer software: The Awardee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Agreement for the acquisition, operation, or maintenance of computer software violation of copyright or other intellectual property laws.
- J. Conflict of Interest: Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003).



- a) For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
  - b) Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
  - c) Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.
  - d) The Awardee certifies that it is, and shall remain, in compliance with all applicable California (hereinafter "State") and federal conflict of interest laws during the entire Term of this Agreement. The Awardee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Agreement. The Awardee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Agreement Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Awardee's ability to perform the Agreement. The Awardee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Agreement Term.
- K. Construction: This Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
- L. Damages of breach affecting tax exempt status: In the event that any breach of any of the provisions of the Agreement by the Awardee shall result in the loss of tax-exempt status for any State bonds, the Awardee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
- M. Disadvantaged Communities: The Awardee, for the purposes of this Program and its related Projects, will designate disadvantaged communities, as identified by the California Environmental Protection Agency's California Communities Environmental Health Screening Tool (CalEnviroScreen 4.0) that assesses all census tracts in the State to identify areas disproportionately burdened by, and vulnerable to, multiple sources of pollution. The identified disadvantaged community census tracts are available at:  
<https://calepa.ca.gov/envjustice/ghginvest/>
- N. Dispute: The Awardee shall continue with the responsibilities under the Agreement during any dispute between the Awardee and Program Administrator or CARB, unless otherwise directed by CARB. The Awardee will work in good faith with CARB and the Program Administrator to resolve any disagreements or conflicts arising from the implementation of the Agreement. However, any disagreement that cannot be resolved at the management

level within 30 calendar days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any rights or remedies that the Parties may have under the law.

- O. Environmental justice: In the performance of the Agreement, the Awardee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low- income populations of the State. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state, and federal law.
- P. Fiscal management systems and accounting standards: The Awardee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit the tracing of the awardee funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State, or federal law or the Agreement. Unless otherwise prohibited by local, State or federal law, the Awardee further agrees that it will maintain separate voucher fund accounts as required to manage and administer the Project, in accordance with generally accepted accounting principles.

The Awardee shall not commingle the Voucher Funds with any other accounts, revenues, grants, donations, or funds. The Awardee shall maintain all Voucher Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Agreement. The bank accounts must be held in the name of the Awardee (the official agency name, and not a dba), and no other person or entity. Voucher Funds are not the assets of the Awardee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Awardee, its officers, directors, Board members, agents, assigns, contractors, subcontractors, Sub-awardees, representatives, employees, or affiliates. All Voucher Fund accounts shall adequately and accurately depict all amounts received and expended.

- Q. Force majeure: Neither the Program Administrator nor the Awardee are liable for 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 unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Agreement. The Program Administrator may terminate this Agreement immediately, in writing and without penalty, in the event the Awardee invokes this clause, in which case the Awardee shall immediately return all remaining Voucher Funds to the Program Administrator or their designee, cease all expenditure of Voucher Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Agreement.

- a) If the Agreement is not terminated by the Program Administrator pursuant to this clause, upon completion of the force majeure event, the Awardee must immediately recommence the performance of its obligations under this Agreement. The Awardee must also provide to the Program Administrator a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Voucher Funds, while minimizing the effects of the delay caused by the force majeure event.
  - b) An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Agreement.
- R. Governing law and venue: The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. The Program Administrator and the Awardee hereby agree that any action arising out of the Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Awardee hereby waives sovereign immunity for limited purposes in accordance with terms identified in their limited Waiver of Sovereign Immunity and Resolution dated [XX] for the purposes of this Agreement.
- S. Headings: The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Agreement.
- T. Indemnification and Hold Harmless: The Awardee agrees to indemnify, defend, and hold harmless the State of California, CARB, the Program Administrator, CEC, and their respective officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of the Awardee or any of its contractors, subcontractors, affiliates, employees, officers, agents, sub-awardees, and/or assigns, including but not limited to actions or inactions relating to, arising out of, or resulting from the operation, design, or implementation of any equipment or vehicles purchased, acquired, developed, modified, or used with Voucher Funds, in whole or in part.
- U. Independent contractor: The Awardee, and its agents, employees, affiliates, contractors, subcontractors, suppliers, officers, sub-awardees, and assigns, if any, in their performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California, CARB, CEC or the Program Administrator.
- V. Nondiscrimination: During the performance of this Agreement, the Awardee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program

or activity that is conducted, operated, or administered under this Agreement or funded with Voucher Funds. In addition:

- a) During the performance of this Agreement, the Awardee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall the Awardee or any of its contractors, subcontractors, consultants or agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.
- b) The Awardee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
- c) The Awardee and its contractors, subcontractors, consultants and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations of the Civil Rights Council (California Code of Regulations, title 2, section 11000 et seq.) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d) The Awardee and its contractors, subcontractors, agents and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Awardee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts and agreements where work is performed to fulfill any term or condition of this Agreement.

W. No third-party rights: The existence or terms of this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of the Agreement, or of any duty, covenant, obligation or undertaking established herein.

- X. Office of Foreign Asset Control: The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Awardee represents, warrants and agrees that neither the Awardee nor any of its contractors, subcontractors, sub-awardees, affiliates, agents, employees, officers, representatives or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals ("SDN") or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- Y. Ownership: The Awardee acknowledges, accepts, and agrees that all rights, including all intellectual property rights, in and to PII, data, information, documentation, materials, or other intellectual property developed, licensed, or acquired in performance of this Agreement shall remain the exclusive property of CARB and/or CEC. The Awardee has a non-exclusive, royalty-free license to access and use such information and property solely for performing its obligations under this Agreement. Nothing herein shall be construed to confer any license in such information or property, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information or property by the Awardee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the Awardee or third-party service, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by CARB or the Program Administrator. It will be the Awardee's responsibility to immediately turn over this property and information to CARB no later than 10 business days prior to the termination, cancellation, or expiration of this Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transition Plan. No such information, data, documents, or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event the Awardee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Agreement, the Awardee shall

provide CARB and/or CEC a prompt written notice prior to disclosure with sufficient time for CARB and/or CEC to challenge or stay any release in an appropriate court of law.

- Z. Parties: When referred to herein, the Awardee and Program Administrator each includes their heirs, successors, assigns, designees, predecessor-in-interest, successor-in-interest, shareholders, members, partners, officers, directors, managers, employees, employers, principals, and agents whether or not named as a party to this Agreement.
- AA. Personally Identifiable Information: Information or data, including but not limited to personally identifiable information (“PII”) and all records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. During the Term, in the performance of any of the terms or conditions of this Agreement, the Awardee agrees to safeguard all such information, records, applications, PII and data which comes into their possession or control in perpetuity, and shall not release or publish any such information, data, or records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
- BB. Prevailing wages and labor compliance: If applicable, the Awardee agrees to be bound by all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. If applicable, the Awardee shall monitor all agreements subject to payment from the Agreement to ensure that the prevailing wage provisions of California Labor Code 1720-1861 are being met.
- CC. Project Records:
- a) The Awardee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include the Awardee, and any sub-awardee, financial and Program records (“Project Records”).
  - b) The Awardee shall:
    - I. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Agreement plus three years. Upon completion of the required record-retention period, the Awardee must submit all Project records to Program Administrator. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from Program Administrator.
    - II. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under section 20.A of this Agreement.
    - III. Develop a systematic process and schedule to backup Project database(s) each day, at a minimum.

- IV. Develop and submit to Program Administrator a plan for disaster recovery of all relevant software applications, websites, and data.
  - V. Develop and enforce security measures to safeguard Project database(s).
  - VI. Provide data updates to Project Administrator and/or CARB upon request, which could include all Project records.
  - VII. Provide periodic data summaries to Project Administrator.
  - VIII. Provide quarterly and annual Status Reports to Project Administrator detailing the status of the Project. Where requested by Project Administrator, the Awardee will clarify, supplement, modify, or update its Status Reports at no additional cost to Program Administrator or CARB.
- c) The Awardee shall retain a combined file for the Project containing:
- I. Original executed copy of the Agreement and exhibits, as well as any amendments to the Agreement, if applicable.
  - II. Program-administrator-approved plans, policies, procedures, and manuals.
  - III. Copies of Awardee's Voucher Request Forms and supporting documentation.
  - IV. Documentation of earned interest generation and expenditure (see Section 20 (Q) for more information).
  - V. Communications between the Awardee and the Program Administrator, CARB, and/or sub-awardee(s).
  - VI. Copies of all deliverables from the Awardee.
  - VII. Copies of any decision that Program Administrator and/or CARB have made in support of the Awardee projects, such as minor changes in project scope, changes in timeline, or line-item shifts.
  - VIII. Data that has been collected during the implementation of the Awardee project.
  - IX. Any documents, files or webpages that have been created to support the outreach of Program.
  - X. Presentations, pamphlets, posters, videos, or other electronic media used to support Program.
  - XI. An official file for Program, which shall adequately document all significant actions relative to the project.

XII. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of the Awardee.

- d) All Project records must be retained for a period of five (5) years after termination or expiration of the Agreement, whichever occurs first. Upon completion of the third year of record retention, the Awardee shall submit all remaining Project records to the Project Administrator that have not previously been requested or turned over to the Project Administrator. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from the Project Administrator or CARB.
- e) All Project records are subject to audit pursuant to the audit provisions of this Agreement.

DD. Remedies:

- a) Alternative Enforcement: The remedies set out in this Agreement are contractual in nature. Nothing stated in this Agreement in any way limits, prevents or precludes the Program Administrator or the State of California from taking enforcement action, exercising any police power or prosecuting any violation of law.
- b) Cumulative: The rights and remedies of the Parties to this Agreement, whether pursuant to this Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

EE. Severability: If a court of competent jurisdiction holds any provision of the Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.

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

GG. Termination:

- a) Termination Without Cause by Program Administrator. This Agreement may be terminated at any time for any or no reason by Program Administrator upon providing thirty (30) days advance written notice.



- b) Termination for Cause by the Awardee. Upon providing ninety (90) days advance written notice to Program Administrator, this Agreement may be terminated by the Awardee if Program Administrator has breached a material provision of the Agreement.
- c) Termination for Cause by Program Administrator. This Agreement may be terminated by Program Administrator without advance notice at any time if Program Administrator has determined, in its sole discretion, that the Awardee, or any of the Awardee partners, consultants, contractors, subcontractors, employees, representatives, agents, officers, affiliates, or sub-awardees has breached any of the terms or conditions of this Agreement or has violated or are in violation of any of their respective obligations or responsibilities under this Agreement or any other agreement where CARB is an intended third party beneficiary.
  - I. Non-performance (Breach) Provisions. The Awardee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Agreement. These circumstances will be solely determined by CARB and include, but are not limited to:
    - 1. Failure to comply with any of the provisions of the Agreement, including Exhibits.
    - 2. Failure to obligate or expend Voucher Funds within established timelines, or failure to show timely interim progress to meet these timelines.
    - 3. Insufficient performance or widespread deficiencies with Voucher Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
    - 4. Misuse of Voucher Funds.
    - 5. Funding of ineligible activities or other items.
    - 6. Exceeding the allowable Voucher Fund.
    - 7. Insufficient, incomplete, or faulty documentation.
    - 8. Failure to provide required documentation or reports requested from Program Administrator, CARB, or other State agencies, in a timely manner.
    - 9. Poor performance as determined by a review or fiscal audit.
  - II. Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Agreement, upon request by the Program Administrator, the Awardee will also perform as follows:
    - 1. Within fourteen days of any request, timely develop and implement a corrective action plan.
    - 2. Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, sub-awardees and employees to immediately cease all work and spending.

- d) Upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Awardee shall immediately turn over all remaining Voucher Funds in its possession or control and all records, PII, intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Voucher Funds, the Project and the Program, as well as any other materials requested by the Program Administrator or as otherwise required by any of the provisions of this Agreement.
  - e) The Program Administrator, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another awardee.
  - f) Unless otherwise directed in writing by the Program Administrator, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Awardee shall immediately cease all work, and cease all expenditure of Voucher Funds.
  - g) Unless otherwise directed in writing by the Program Administrator, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), the Awardee shall submit a final Voucher Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by the Program Administrator before any final payments are disbursed. Upon receipt of the Voucher Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, the Program Administrator, at its sole discretion, may make a final payment to the Awardee. This payment shall be for all Program-Administrator-approved, actually incurred costs that in the opinion of the Program Administrator are justified. However, the total amount paid shall not exceed the total authorized amount for the Voucher Funds.
- HH. Third Party Beneficiary: The Awardee represents, warrants and agrees that the Awardee shall name CARB and the State of California as third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Voucher Funds, or for the purpose of carrying out any of the terms or conditions of this Agreement during the Term.
- II. Timeliness: Time is of the essence in performance of the Agreement. The Awardee agrees to proceed with and complete all of its obligations under the Agreement in an expeditious manner.
- JJ. Waiver of rights: Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the Program Administrator, CARB, or the State provided for in the Agreement are in addition to any other rights and remedies provided by law.

KK. Russian sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (herein after the “EO”) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs State agencies to terminate contracts or grants with, and to refrain from entering into any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Awardee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Awardee advance written notice of such termination, allowing the Awardee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## **21. Entire Contract**

This Agreement, and all Exhibits hereto, and any documents incorporated by reference represents the entire agreement between the Parties hereto related to the Awardee providing services to the Program Administrator, and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Agreement. 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 party against whom enforcement of such waiver, alteration, or modification is sought.

## **22. Authority**

Each person executing this Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Agreement on that Party’s behalf.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written below.

|   |  |
|---|--|
| <p><b>CALSTART, Inc.</b></p> <p><b>By:</b> _____<br/>(Signature)</p> <p><b>Name:</b> <u>Piero Stillitano</u><br/>(Print Name)</p> <p><b>Title:</b> <u>Chief Financial Officer</u><br/>(Print Title)</p> <p><b>Date:</b> _____</p> | <p><b>[Awardee]:</b></p> <p><b>By:</b> _____<br/>(Signature)</p> <p><b>Name:</b> _____<br/>(Print Name)</p> <p><b>Title:</b> _____<br/>(Print Title)</p> <p><b>Date:</b> _____</p> |
|---|--|

# **EXHIBIT A**

## **Notice of Intent to Award**

## **EXHIBIT B**

### **Scope of Work**

## **EXHIBIT C**

# **Community Resource Contributions**

## **EXHIBIT D**

### **Phase 1 Application Submissions and Attachments**



## **EXHIBIT E**

### **Phase 2 Application Submissions and Attachments**

## **EXHIBIT F**

# **Approved Resolution and Limited Waiver of Sovereign Immunity**

## **EXHIBIT G**

# **Conflict of Interest Declaration**

## **EXHIBIT H**

# **Confidentiality Agreement**

# **EXHIBIT I**

## **Payment Request Form**

## **EXHIBIT J**

# **Implementation Manual for the Clean Mobility Options Voucher Pilot Program**

## **EXHIBIT K**

# **Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations**

## **EXHIBIT L**

### **Bureau of Indian Affairs Consent (if applicable)**