

**IMPLEMENTATION MANUAL
FOR THE CLEAN MOBILITY OPTIONS VOUCHER PILOT
PROGRAM (CMO)**

Updated February 10, 2025



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PROGRAM SUPPORT

For questions about this manual and to request individualized technical assistance, please contact:

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A. INTRODUCTION AND BACKGROUND

The Clean Mobility Options Voucher Pilot Program (Clean Mobility Voucher Pilot Program, or CMO) is intended to improve clean transportation access and to increase zero-emission mobility choices for disadvantaged and low-income communities. CMO provides funding for community-driven mobility projects that increase residents' access to key destinations by providing various clean transportation options. The program also provides funding for community transportation needs assessments to support communities in assessing unmet transportation needs and develop community-driven solutions to fill the community's transportation gaps by centering the residents' primary needs. Using the community transportation needs assessments, eligible applicants may receive funding for electric carsharing, carpooling, regular bicycle and electric bicycle sharing, scooter-sharing, vanpools, innovative transit services, fixed route transit, and other clean mobility options that best suit their communities.

Several key pieces of legislation provide the overall policy framework and funding to support CMO. In 2007, Governor Schwarzenegger signed into law the Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (Assembly Bill [AB] 118, Chapter 750, Statutes of 2007). AB 118 created the Air Quality Improvement Program (AQIP), a voluntary incentive program administered by California Air Resources Board (CARB or Board) to fund clean vehicle and equipment projects, air quality research, and workforce training. AB 118 also created the Clean Transportation Program and authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorized the Clean Transportation Program through January 1, 2024. As part of the program, CEC staff prepares an Investment Plan to determine funding allocations across various categories.¹ CARB is partnering with the CEC to maximize investments in priority communities. The CEC has allocated \$8,000,000 from the Clean Transportation Program to CMO to fund additional mobility project vouchers.

As required in Health and Safety Code (HSC) Section 44274(a), the Board adopted regulatory guidelines in 2009 for AQIP. The Guidelines for the AB 118 Air Quality Improvement Program (Guidelines)² define the overall administrative requirements, and policies and procedures for program implementation based on the framework established in statute. Central to the Guidelines is the requirement for a Board-approved annual funding plan developed with public input. The funding plan is each year's blueprint for expending AQIP funds appropriated to the CARB in the annual State Budget. The funding plan focuses AQIP on supporting development

¹ CEC funding for the CMO was allocated in 2018-2019. The 2018-2019 Clean Transportation Program Investment Plan is available at <https://www.energy.ca.gov/proceedings/energy-commission-proceedings/inactive-proceedings/2018-2019-investment-plan-proceeding>.

² <https://ww3.arb.ca.gov/regact/2009/aqip09/aqip09.htm>

and deployment of the advanced technologies needed to meet California’s longer-term, post 2020 air quality goals.

In 2012, the legislature passed, and Governor Brown signed into law 3 bills – AB 1532 (Pérez, Chapter 807), Senate Bill (SB) 535 (de León, Chapter 830), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39) that established the Greenhouse Gas Reduction Fund (GGRF) to receive Cap-and-Trade auction proceeds and to provide the framework for how the auction proceeds will be administered to further the purposes of AB 32 (Nunez, Chapter 488, Statutes of 2006). Cap-and-Trade auction proceeds were appropriated to CARB for Low Carbon Transportation projects that reduce GHG emissions, with an emphasis on investments that benefit the State’s disadvantaged communities.

Disadvantaged communities are 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. Per statute, these funds must be used to further the purposes of AB 32. The Low Carbon Transportation investments build upon and greatly expand existing advanced technology, clean transportation programs, which provide mobile source incentives to reduce criteria pollutant, air toxic, and GHG emissions.

CMO also supports the goals of SB 1275 (de León, Chapter 530, Statutes of 2014) and AB 398 (Eduardo Garcia, Chapter 135, Statutes of 2017) by prioritizing low and zero-carbon transportation alternatives and SB 350 (De León, Chapter 547, Statutes of 2015) for overcoming clean transportation barriers for low-income consumers and disadvantaged communities to access clean transportation and mobility options.

SB 350 directed CARB to conduct a study on the barriers for low-income and disadvantaged communities to access clean transportation options, as well as recommendations on how to increase access. The main barriers identified in CARB’s Final Guidance Document – Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents (Guidance Document) include: (1) the dynamic, localized clean transportation and mobility needs of low-income residents and disadvantaged communities, including accessibility, reliability, convenience, and safety; (2) affordability of zero-emission and near zero-emission vehicles and supporting charging and fueling infrastructure, as well as other mobility options such as public transit; (3) awareness of clean transportation and mobility options and supporting infrastructure, including outreach, education, and potential funding opportunities; and (4) the need for permanent, long-term funding sources. CMO directly supports CARB’s Guidance Document priority recommendations to expand funding and financing for clean transportation and mobility projects, including infrastructure, to meet the accessibility needs of low-income and disadvantaged communities; and to increase residents’ awareness on clean transportation and mobility options, and educate consumers about clean transportation options and infrastructure investments.

In December 2017, the Board approved the FY 2017-18 Funding Plan for Clean Transportation Incentives ([FY 2017-18 Funding Plan](#)), which allocated \$17,000,000 in funding for the CMO Voucher Pilot Program. The Board approved allocating an additional \$15,000,000 to CMO as part of the [FY 2018-19 Funding Plan](#), and \$5,000,000 allocation in the [FY 2019-20 Funding Plan](#). Furthermore, the Board approved allocating \$10,000,000 as part of the [FY 2021-22 Funding Plan](#) in November 2021 and \$19,800,000 allocation in the [FY 2022-23 Funding Plan](#) in November 2022 to expand the program. In November 2023, as part of the [FY 2023-24 Funding Plan](#), the Board approved allocating \$50,000,000 to [Sustainable Community-Based Transportation Equity Mobility Projects](#), which of this amount, \$16,281,656.45 is allocated to CMO.

B. PROGRAM OVERVIEW

CMO is administered and implemented through a partnership between CARB, CEC, and the Program Administrator, who is selected through a competitive CARB grant solicitation process. CARB and CEC set the program requirements and eligibility criteria for entities applying for CMO voucher funds through a comprehensive public work group process. The Program Administrator verifies applicants meet the eligibility requirements set forth in the Implementation Manual, reserves the voucher amounts on a first-come, first-served basis, and signs the Voucher Agreement with awarded entities after they submit all the supporting documentation required according to their Voucher Agreement. Please see [Chapter III](#) of this manual for a complete list of the program's terms and conditions.

CMO provides funding and capacity building in support of clean mobility projects for smaller entities and communities with limited resources. Projects include electric carsharing, carpooling, bike and scooter sharing, vanpools, innovative transit, fixed route transit services, and community transportation needs assessment in disadvantaged communities, including tribal communities and low-income communities. Funds will be used to purchase or lease new or used zero-emission vehicles along with associated equipment, infrastructure, and operating and administrative costs to implement clean mobility services. The Program Administrator will also provide training, technical assistance, learning tools, and information-sharing opportunities to build the capacity of under-resourced organizations to enhance mobility access in their communities.

The Implementation Manual (Manual or IM), in conjunction with the Guidelines and the corresponding Funding Plans, identifies the minimum requirements for implementing this program. The Implementation Manual may periodically be updated as needed to clarify project eligibility requirements and improve program effectiveness. The Implementation Manual, including any updates, will be posted on the CMO website at www.cleanmobilityoptions.org.

Note to Applicants: The manual in place at the time of application submittal will determine an applicant's eligibility for the program. At the time an applicant submits a signed application for voucher funding, the most current CMO Implementation Manual available will apply. This

governing document may be updated several times every year to accommodate operational process changes and may impact the program’s terms and conditions and the applicant’s eligibility for the program. CARB has sole discretion to determine eligibility for CMO voucher funding. Definitions of key program parameters are in [Section AA](#) of this manual.

1. Program Framework

CMO is designed to streamline the delivery of funding for clean mobility options projects to smaller entities and communities with limited resources and access to funding, as well as provide application and project implementation technical assistance. CMO supports projects that meet community transportation needs as identified by residents of the community the project intends to benefit. The Program distributes funds to eligible areas statewide through a “voucher” system intended to simplify the application process and provide equitable opportunities across under-resourced communities. A Voucher Agreement is a “promise to pay” that enables Awardees to develop partnerships and incur costs with the assurance that all eligible costs will be reimbursed by the Program Administrator for project activities approved in their voucher agreement. Application eligibility is determined using the minimum eligibility criteria established in this manual. Any application that meets the eligibility criteria will be qualified to receive a voucher award upon the availability of funds.

The voucher application process is streamlined through a first-come, first-served approach. The Program Administrator awards vouchers to qualified applications in the order they are received until funding is exhausted for that funding window. In the event that funding is oversubscribed on the first day of the application window opening (11:59 pm PT by the same day) the Program Administrator will implement a randomization process for all applications received on the first day. Qualified applicants will then be awarded in order until funding is exhausted (see [Section H](#) for more details). The Program Administrator will accept applications in a series of application submission windows. The Window 1 application submission window occurred in year 2020 and Window 2 opened in 2023; for the list of awardees and their locations please visit www.cleanmobilityoptions.org. The date and time for all application submission windows will be announced and posted on the program website at www.cleanmobilityoptions.org³.

2. Voucher Types and Funding Amounts

CMO provides two types of vouchers for eligible applicants to support communities that are in different stages of preparation towards implementing clean mobility projects. Available vouchers include (a) Clean Mobility Project Voucher (Mobility Project Voucher or MPV), and (b) Community Transportation Needs Assessment Voucher (Needs Assessment Voucher or CTNA). Project eligibility criteria, application material, voucher award amounts, and terms and

³ Each application submission window will open with a fixed amount of funds. Funds are awarded to qualified applicants until the funding is exhausted. Upon CARB approval, the Program Administrator may fund additional applications received during the application window if CARB receives additional funds for the program.

conditions vary between the two types of vouchers. CARB may increase the voucher award caps upon receiving additional funds.

- a. **Mobility Project Vouchers** are intended to support planning, development, and implementation of clean mobility options projects, with funding available for a variety of eligible project activities. The main requirement for receiving a Mobility Project Voucher is that applicants must develop their proposed projects based on a community transportation needs assessment conducted *prior* to submitting their application.⁴ The goal is to ensure the proposed project is responsive to the specific transportation needs, preferences, and choices of community residents. [Chapter I](#) of this manual includes project eligibility criteria, allowable costs, application evaluation and voucher award process, and other requirements specific to Mobility Project Vouchers. **The current maximum award amount for each Mobility Project Voucher is \$1,800,000⁵.** If additional program funds become available, additional funding may be awarded.
- b. **Needs Assessment Vouchers** are intended to support communities in identifying their transportation needs and evaluating gaps through a community transportation needs assessment process. This voucher award enables applicants to conduct a comprehensive needs assessment and begin planning and developing a project based on their assessment outcomes. This will enable awardees to apply for the Mobility Project Voucher application in future window(s) or other applicable projects or grant applications that will benefit their community. [Chapter II](#) of this manual includes eligibility criteria, allowable costs, application evaluation and voucher award process and other requirements specific to Needs Assessment Vouchers. **The current maximum award amount for each Needs Assessment Voucher is \$100,000.** If additional program funds become available, additional funding may be awarded.
- c. [Chapter III](#) of this manual includes the program’s terms and conditions, general provisions and definitions that apply to both Mobility Project Voucher and Needs Assessment Voucher applicants.

Please note that CMO project size is limited by a budgetary cap on the total voucher amount, which is the CARB- and CEC-funded portion of the total project. The total project costs may be more than the maximum allowable voucher amount (in the case that funds from other sources are utilized); however, the total voucher amount requested by the applicant is limited to the amounts stated above.

⁴ For fulfilling the application requirements, the key assessment activities must have been conducted within no more than 4 years of the application submittal date. Applicants must demonstrate that data sources and community engagement are adequately up to date, reflect current community-identified needs, and are specifically representative of the target community for the mobility project.

⁵ This amount includes two rounds of plus up funds approved for all Mobility Project Voucher Awardees (W1 MPV, each awardee up to \$800,000 and W2 MPV, awardee each up to \$300,000).

CHAPTER I. MOBILITY PROJECT VOUCHER

This chapter contains eligibility criteria and program guidelines specific to Mobility Project Vouchers.

C. APPLICANT ELIGIBILITY

1. Lead Applicant

The lead applicant is defined as the organization to whom the voucher fund will be assigned to and who will enter into an agreement with the Program Administrator. The lead applicant organization will assume responsibility for the administration of voucher funds, managing the project activities, meeting project milestones, and taking an overall lead in coordination among partners to achieve the goals of CMO Voucher Pilot Program. The lead applicant may partner with other organizations to apply for CMO, and if the application is awarded, the lead applicant organization will be the primary voucher recipient (Awardee) responsible for project performance. The lead applicant must be either a public agency, non-profit organization, or tribal government consistent with the requirements below:

- a. Non-profit organization that qualifies for tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 and is also tax-exempt under California state law, consistent with the following requirements:
 - i. The non-profit organization must have been incorporated for at least one year prior to the time of application submittal,
 - ii. The non-profit organization must at all times be registered and in active/good standing with the California Secretary of State,⁶
 - iii. The organization must be based in California or have at least one full-time staff person based in California.
- b. Tribal governments, including all Federally Recognized Tribes in California listed on the most recent notice of the Federal Register, and other non-federally recognized California tribal governments, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.
- c. Federal, State, or local government entities based in California, including but not limited to, City, County, Metropolitan Planning Organization, Council of Government, Joint Powers Authority, local or regional transit agency, local Air Quality Management District or Air Pollution Control District, and public school District.
 - i. Local special purpose districts such as school districts or library districts can apply independently of the city or county with which they are associated.

⁶ Certain non-profits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

- ii. Individual departments within an agency (such as a City Transportation Department), or individual facilities within a special purpose district (such as a library or school), can participate with their governing agency or district as the lead applicant. They are not considered distinct applicants from their governing body.

Please note that **each lead applicant may only submit one application** for the Mobility Project Voucher during each application window, except when the project area is in an unincorporated community, where no city government represents the project area.⁷ In this instance, an eligible lead applicant may submit up to three applications only when **all proposed project areas** are entirely within unincorporated County jurisdiction.

The lead applicant may participate as a sub-applicant in other applications.

2. Sub-Applicant

Sub-applicants are project partners who are sub-contracted by the lead applicant organization for specific purposes and/or services. They enter into a partnership with the lead applicant and other eligible organizations to apply for CMO. Sub-applicants may include, but are not limited to, organizations that provide clean mobility services, infrastructure equipment and installation, community outreach services, and technical expertise/assistance. Sub-applicants may be public, private, tribal governments, or non-profit organizations consistent with the requirements below:

- a. All sub-applicants must provide a letter of commitment to express their support and commitment to the lead applicant for the proposed project. This letter must include the specific roles and responsibilities the sub-applicant will be providing in the project.
- b. A single entity may participate as a sub-applicant in multiple applications.
- c. All non-profit and private organizations must be registered and in active/good standing with the California Secretary of State at the time of application submittal. If the entity is an unincorporated non-profit, they must have a contract with a fiscal sponsor who is tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law. The fiscal sponsor must be registered and in active/good standing with the California Secretary of State to perform financial management and administrative functions for them on their behalf.

3. Experienced Partner and the Clean Mobility Provider Directory

Each Mobility Project Voucher team must include an organization with at least one year of experience operating mobility services. The “experienced partner” may be the entity that operates the proposed service (mobility operator) or serve in another capacity such as a project technical advisor.

⁷ For the purposes of this program, tribal land is not considered an unincorporated community.

Applicants are encouraged to include the experienced partner in their project team at the time of application submittal. If the experienced partner is not included on the project team (as either lead applicant or sub-applicant) at the time of application submittal, the lead applicant must commit to contract with either an entity listed in the [Clean Mobility Provider Directory](#) (Directory) or an entity who meets the minimum qualification criteria to be in the Directory but is not currently listed.

All mobility operators listed in the Directory have been screened by the Program Administrator through a Request for Information to ensure they meet the minimum level of experience to satisfy this requirement and other eligibility criteria for sub-applicants.

4. CARB's Clean Mobility Project Grantees

Current CARB grantees (including their sub-grantees or project partners) who received funds from previous round(s) of grant solicitations for clean mobility projects from any previous fiscal years of the CARB's Low Carbon Transportation Investments,⁸ are eligible to apply as the lead applicant for a Mobility Project Voucher. Applications are accepted for a new project, expansion project, or continuing the existing service without an expansion to support for implementing long-term sustainability. Application can include any combination of thereof (see [Section D.6](#) for more details). **If the application includes a proposal for a new project, applicant must submit a community transportation needs assessment with the application** (see Section [G.1.c](#) for the needs assessment requirement).

If the application includes a proposal for an expansion project, application must be supported by either existing documentation from community transportation needs assessment or documented comprehensive feedback from the community collected during planning and construction or operations period of the current service.

5. CMO Window 1 and Window 2 Mobility Project Voucher Awardees

Current Window 1 and Window 2 MPV Awardees are eligible to receive additional funding to support an unexpected increase in insurance costs, capital acquisition, and other planning and operation activities in support of their current project scope and/or project expansion. Awardees are not required to submit a new application to be eligible for this funding but must submit updated justification documents to the Program Administrator (see [Section H.h](#) for more details).

D. PROJECT ELIGIBILITY

CMO funds a wide range of clean mobility projects, including those that require funding for simpler projects (e.g., purchase one or two vehicles) to those that are full-scale programs that require vehicles, infrastructure, outreach and marketing, etc. This section includes all aspects

⁸ This includes CARB's grantees from Carsharing and Mobility Options Pilot Project, Sustainable Transportation Equity Project (STEP) and Clean Mobility in Schools (CMIS).

of project eligibility, such as project area, service models, vehicle and equipment types, and eligible costs.

1. Eligible Project Area and Site Locations

All projects funded by CMO must directly benefit residents of low-income and/or disadvantaged communities, consistent with the requirements below:

a. Project Area

The project area is the geographic area where community residents live, and most infrastructure is to be installed. Eligible project areas are within at least one of the following geographies:⁹

1. [SB 535 Disadvantaged Communities](#).
2. [AB 1550 Low-income Communities and Low-income households](#).
3. Tribal lands, only when within SB 535 Disadvantaged Communities or AB 1550 Low-income Communities. For the purposes of this program, “tribal lands” include any property owned by a Tribal Government or California Native American tribal authority and is not limited to Federally Recognized reservations.¹⁰

The interactive map indicating eligible project areas is available on the CMO website at <https://cleanmobilityoptions.org/project-area-mapping-tool/>.

b. Infrastructure Siting and Service Locations

Mobility services and associated infrastructure (e.g., electric vehicle charging infrastructure, hydrogen refueling infrastructure, and solar equipment) funded by CMO should be mostly located inside the project area (disadvantaged or low-income designated communities or tribal lands) to deliver intended benefits to local residents. However, some service operations may occur outside the project area and infrastructure equipment may be located where those service operations are needed, with documentation of supportive community input reflecting community-identified needs. For example, if community residents express a lack of clean transportation options to destinations such as a grocery store or healthier food retail stores which are located outside of the disadvantaged or low-income community boundaries, some charging equipment, vehicle parking locations, and service operations to/from the store would be allowed outside of boundaries of communities listed above in [Section 1.a](#).

⁹ The geographic area(s) selected as the project area does not need to be a single contiguous area. If non-contiguous, the project area selected must still comply with the above criteria.

¹⁰ All federally recognized lands included in the American Indian Areas Related National Geodatabase were designated as SB 535 disadvantaged communities based on the May 2022 report found [here](#). A tribe can establish that a particular area of land is under its control (even if not represented as such on CalEPA’s DAC map) by requesting a consultation with the CalEPA Deputy Secretary for Environmental Justice, Tribal Affairs and Border Relations at TribalAffairs@calepa.ca.gov

2. Eligible Service Models

The Mobility Project Vouchers are intended to support the piloting of innovative clean and shared transportation service models that reduce GHG emissions and increase residents' access to key destinations without a personal vehicle (e.g., workplaces, medical offices, schools, daycare facilities, grocery stores, community centers). Clean mobility options delivered by the project must be identified through community engagement and evaluation of the community's transportation needs. CMO voucher funds can only be applied to eligible costs associated with fleet vehicles that are zero-emission technologies (see [Section D.3](#) for vehicle eligibility requirements).

The following are service models that, in any combination, are eligible to receive Mobility Project Voucher funds:

- a. **Carsharing:** Carshare services provide members access to an automobile through short-term rentals. Eligible carsharing models include round-trip carshare, which requires users to borrow and return vehicles at the same location; one-way or free-floating carshare, which allows users to pick up a vehicle at one location and drop it off at another; or carshare libraries, where vehicles can be checked out from and returned to one central location.
- b. **Bikeshare or Scooter-sharing:** Bikeshare or scooter-sharing systems make bicycles, electric bicycles (e-bikes) or scooters available to members on a short-term rental basis. Usage is generally intended for short trips such as "first- and last-mile" connections to complete trips made via other modes, including public transit. These may include bike libraries, where bicycles can be checked out from and returned to one central location; station-based platforms, where bicycles are checked out and returned at designated stations; and free-floating or dockless systems, where bicycles can be dropped off in any location and found for checkout, utilizing real-time maps on mobile devices. Scooters or electric scooters can also be shared in the models described here.
- c. **Carpooling and Vanpooling:** Carpooling and vanpooling are the grouping of drivers and passengers with common origins and/or destinations into a shared vehicle. These are "self-serve" systems, meaning the driver is a traveler in the pool just like other passengers, as opposed to a hired driver in shared taxi rides or ride hail services.
- d. **Microtransit Services (or Innovative Transit Services):** This category includes on-demand shuttles and circulators, paratransit services, and private sector transit solutions commonly referred to as "microtransit." Microtransit services are demand-responsive (routes and/or frequency of service are determined dynamically based on customer demand) and capable of serving multiple riders simultaneously (not only a single rider service).

- e. **Fixed Route Transit Services:** This category includes shuttles and circulators, paratransit services, and private sector transit solutions that offer traditional fixed route services. A fixed route transit uses buses, vans, or other medium-duty vehicles (see [Section D.3](#) for eligible vehicles) to provide transportation services on a predetermined route according to a predetermined schedule (e.g., a school bus). Fixed route services typically include printed or posted timetables, and designated stops with marked signage where riders are picked up and dropped off.
- f. **Ride-on-Demand Services:** This category includes ride-hail and rides-on- demand services provided by taxi companies and transportation network companies (TNCs). CMO does not provide voucher funds for vehicle acquisition (purchase or lease) to be used for TNC services. However, funding may be used to incentivize and support greater utilization of rides-on-demand in clean vehicles, including discounted fares for trips originating in the project area (price subsidies), customizing the software platform, expanding, or contracting boundaries of geofencing, and community outreach and marketing costs, if applicable. To be eligible, the service must only include trips taken in zero-emission vehicles, consistent with the vehicle eligibility criteria described below.

3. Eligible Vehicles and Micromobility Devices

a. Motor Vehicles

- i. Vehicles must be registered in California.
- ii. Vehicles must be zero-emission technologies.
 - 1. Eligible zero-emission vehicle (ZEV) technologies are battery electric vehicles (BEV) and fuel cell electric vehicles (FCEV).
 - 2. Plug-in hybrid (PHEV) technology is only eligible for vehicle models with 6-seat capacity or above.
- iii. Eligible motor vehicle classes are light-duty¹¹ passenger vehicles, medium- and or heavy-duty¹² vans and buses, and neighborhood electric vehicles.
 - 1. Light-duty vehicles can be new or used, but medium/heavy-duty vehicles must be new.
 - 2. Light-duty vehicles are considered “new” when they have 7,500 miles or less at purchase or lease.
 - 3. Medium/heavy-duty vehicles are considered “new” when they have 3,500 miles or less at purchase or lease.

¹¹ Light-duty vehicle have a GVWR category < 8,500 lbs.

¹² Medium and/or heavy-duty vehicle classes 3 through 6 (GVWR 8,501-26,000 lbs) or under 30 feet in length are eligible.

4. Medium/heavy-duty vehicles must be eligible for California’s Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project ([HVIP](#)).
 5. New light-duty vehicles must be in the Clean Vehicle Rebate Program ([CVRP](#))¹³ eligible vehicles list at a time of purchase.¹⁴
- iv. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.
 - v. Vehicles may be purchased or leased (4-year minimum lease period).
 - vi. Used light-duty vehicles must meet the following requirements at the time of purchase or lease:
 1. Vehicle model year must be 4 years old or newer.
 2. Vehicle mileage cannot exceed 48,000 miles.
 3. Vehicle title cannot be salvaged (as defined in California Vehicle Code- VEH Section 544).
 4. Vehicles cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased/leased.¹⁵
 5. Used vehicles must be inspected by a licensed automotive technician.
 6. Used vehicles that previously have received rebates from CVRP must be in full compliance with program requirements and completed the ownership term.
 - vii. Passenger vehicles must be models designed to carry a minimum of four passengers.
 - viii. No modifications may be made to the vehicle’s emissions control systems, hardware, software calibrations, or hybrid system (California Code, Vehicle Code- VEH Section 27156).
 - ix. Vehicles may be used for passenger trips or for non-passenger operational purposes specific to the project, such as bikeshare rebalancing.¹⁶

¹³ CVRP is closed to new applications as of November 8, 2023. However, the CVRP vehicle eligibility list will still serve as an eligibility list for clean vehicle purchases for CARB’s incentive programs such as CMO. See this link for more information: <https://ww2.arb.ca.gov/ZEV-eligibility-list>

¹⁴ CARB may approve on case-by-case basis vehicles that were previously listed eligible for CVRP but are no longer available due to not meeting the manufacturer's suggested retail price (MSRP) eligibility requirements.

¹⁵ <https://www.recalls.gov/nhtsa.html>

¹⁶ Please note that using project vehicles solely for the purpose of goods delivery is not eligible.

- x. Vehicles must be put into service exclusively for the purposes of operating the voucher-funded project. Vehicles may not be used by individuals for personal purposes outside of project operating hours or project fee structure.
 - xi. Vehicle titles or lease agreements must be held by an organizational entity on the project team, and not by individual drivers.
 - xii. Vehicles funded by this program constitute a fleet size that must be maintained throughout the term of the Voucher Agreement.
 - xiii. All vehicles must be equipped with telematics devices or other global position system (GPS) equipment, capable of collecting trip data.¹⁷
 - xiv. Installation of ADA-compliant equipment for new vehicles is eligible. ADA equipment retrofits to used vehicles are not eligible.
- b. **Micromobility Devices include** but are not limited to non-motorized or electric bicycles and scooters.
- i. Bicycles, scooters and other micromobility devices funded by this program must be new.
 - ii. Electric bicycles must be Class 1 or Class 2 per AB 1096 with fully operable pedals and an electric motor of less than 750 watts.¹⁸
 - iii. Cargo bicycles, tricycles, and pedicabs are eligible micromobility devices.
 - iv. All bicycles, scooters, and micromobility devices must be equipped with telematics devices or other GPS equipment, capable of collecting trip data.
 - v. Micromobility devices funded by this program constitute a fleet size that must be maintained throughout the term of the Voucher Agreement.

4. Eligible Infrastructure Improvements

Projects may include infrastructure improvements only when they directly support, and are essential to, the CMO service model(s). That means, for example, electric vehicle charging equipment is eligible to receive voucher funds only when the project includes CMO funded zero-emission vehicle(s). The following infrastructure types are eligible for funding:

- a. **Electric vehicle charging equipment (EVSE)**¹⁹ funded by this program must be consistent with the following requirements:

¹⁷ Purchase, installation, and maintenance costs of telematics equipment is eligible for payment.

¹⁸ As defined in Chiu, Chapter 568, Statutes of 2015

¹⁹ Electric Vehicle Supply Equipment (EVSE) is defined as a device with one or more charging ports and connectors for charging ZEVs.

- i. The EVSE must be primarily intended for charging motor vehicles that are deployed through the voucher-funded project.
- ii. The EVSE may be made available to other services or to the public, but this is not a requirement.
- iii. Must comply with all applicable federal, state, and local laws and requirements for acceptable installation and usage of the infrastructure, including SB 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment Standards, the California Department of Food and Agriculture Division of Measurement Standards, and AB 2061 (Ting, Chapter 345, Statutes of 2022).
- iv. Must be able to withstand extreme weather conditions associated with the deployment area, including extreme temperature, heavy rains, and high winds.
- v. Display screens must be protected from malfunctions due to condensation and any local area weather conditions.
- vi. May be installed in commercial, public, or residential locations.
- vii. May include mobile charging technologies.
- viii. May include the use of existing charging networks.
- ix. All electric vehicle charging infrastructure and equipment funded by this program and 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 have at least one electrician on each crew, at any given time, who holds an Electric Vehicle Infrastructure Training Program (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.²⁰

²⁰ Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020) added Public Utilities Code section 740.20, which requires Electric Vehicle Infrastructure Training Program certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. The requirements stated in this paragraph do not apply to any of the following:

- 1. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- 2. Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 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).
- 3. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

- x. Electric vehicle chargers funded by this program constitute the quantity of charging ports²¹ that must be maintained throughout the term of the Voucher Agreement.
- xi. Charging capacity must be at minimum Level 2 and may be DC fast charge.
- xii. All electric vehicle chargers and charging stations funded by incentives from a state agency (including this program) or a charge on ratepayers, installed on or after January 1, 2024, must be in compliance with uptime recordkeeping and reporting standards as described in [CEC's regulations](#), developed under AB 2061 (Stats. 2022, Ch. 345; Pub. Resources Code, § 25231.5). Uptime recordkeeping and reporting standards include but are not limited to those in [Exhibit K](#) of the Voucher Agreement Template. These standards will apply for a minimum of 6 years. These requirements will remain in effect until January 1, 2035.

3. Level 2 EVSE units purchased by CMO funding must meet the criteria below:

- 1. Capable of 6.2 kilowatts (kW) or greater.
- 2. Include an SAE J-1772 connector on each EVSE. Dual connector EVSE including SAE J3400 (the North American Charging Standard, or NACS) level 2 are also eligible.
- 3. Networked and capable to support, at a minimum:
 - a. Network connectivity such as 4G LTE, IEEE 802.3 for Ethernet, or IEEE 802.11n for high bandwidth wireless networking.
 - b. Ability to receive remote software updates, real-time protocol translation, encryption and decryption, Internet Protocol (IP)-based processor capable of supporting multiple protocols, and compliant with Transmission Control Protocol (TCP)/IP and IPv6.
 - c. Ability to connect to a network's back-end software.
- 4. Use an implementation of Open Charge Point Protocol (OCPP) v2.0.1 or later.
- 5. If payment is required, must accept:
 - a. A contactless payment method that accepts major credit and debit cards. For purposes of this clause, "contactless payment method" means a secure method for consumers to purchase services using a debit card, credit card, smartcard, or another payment device, by using radio frequency identification (RFID) technology and near-field communication (NFC).

²¹ Charging ports are defined as the system within an EVSE that charges one electric vehicle (EV). A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time.

- b. Either an automated toll-free telephone number or a short message system (SMS) that provides the electric vehicle charging customer with the option to initiate a charging session and submit payment.
 6. Chargers must be hardware ready to support ISO 15118 including:
 - a. Powerline carrier (PLC) high-level communication (as specified in ISO 15118-3).
 - b. Secure management and storage of keys and certificates.
 - c. Transport Layer Security (TLS) version 1.2. Further support for TLS 1.3+ is recommended as a way to prepare for future ISO 15118 standard updates.
 - d. Receive updates remotely to activate/enable ISO-15118 use cases.
 - e. Backend network connection.
 7. Be ENERGY STAR[®] Certified.²²
 8. Certified by a Nationally Recognized Testing Laboratory Program (NRTL) and certified to UL 2594 standards.
 9. Equipment must be approved by a NRTL that is accredited to certify EVSE standards. Underwriter's Laboratory (UL), Intertek (ETL) and MET Laboratories, Inc. are all currently accredited NRTLs. A complete list of NRTLs can be found at <https://www.osha.gov/nationally-recognized-testing-laboratory-program/currentlist-of-nrtls>.
 10. Please note that CMO will reimburse the cost of only one dual port level 2 EVSE unit (or two level 2 EVSE units with single port/dispenser) per funded vehicle.
- 4. DC Fast Charge (DCFC) units purchased by CMO funding must meet the criteria below:**
 1. Capable of 50kW or greater.
 2. EVSE with at least one SAE Combined Charging system (CCS1) standard connector that are fully integrated into the charger such that they cannot be removed from the site. Dual connector EVSE with SAE J3400 (NACS) or CHAdeMO are eligible.
 3. Be networked, meeting the following criteria²³:
 - a. Equipment must be networked via Wi-Fi, ethernet or cellular connection (4G and above).

²² To learn more, visit Energy Star Certification Process available at:

https://calevip.org/sites/default/files/docs/calevip/ENERGY_STAR_Certification_Process.pdf

²³ The California Electric Vehicle Infrastructure Project (CALeVIP 2.0) provides a list of pre-approved network providers here:

<https://calevip.org/incentive-project/golden-state-priority-project>

- b. Equipment must connect to a back-end network operations center, which at a minimum enables remote diagnostics, remote start, utilization data collection, and “over-the-air” updates.
 - c. Minimum 5-year networking agreement, eligible toward total approved costs.
4. If payment is required, must accept:
- a. A contactless payment method that accepts major credit and debit cards. For purposes of this clause, “contactless payment method” means a secure method for consumers to purchase services using a debit card, credit card, smartcard, or another payment device, by using radio frequency identification (RFID) technology and near-field communication (NFC).
 - b. Either an automated toll-free telephone number or a short message system (SMS) that provides the electric vehicle charging customer with the option to initiate a charging session and submit payment.
5. Chargers must be hardware ready to support ISO 15118 including:
- a. Powerline carrier (PLC) high-level communication (as specified in ISO 15118-3).
 - b. Secure management and storage of keys and certificates.
 - c. Transport Layer Security (TLS) version 1.2. Further support for TLS 1.3+ is recommended as a way to prepare for future ISO 15118 standard updates.
 - d. Receive updates remotely to activate/enable ISO-15118 use cases.
 - e. Backend network connection.
6. Use an implementation of Open Charge Point Protocol (OCPP) v2.0.1 or later.
7. Certified by a Nationally Recognized Testing Laboratory Program (NRTL) and certified to UL 2202 or UL 9741 standards.
- a. Equipment must be approved by a NRTL that is accredited to certify EVSE standards. Underwriter’s Laboratory (UL), Intertek (ETL) and MET Laboratories, Inc. are all currently accredited NRTLs. A complete list of NRTLs can be found at <https://www.osha.gov/nationally-recognized-testing-laboratory-program/currentlist-of-nrtls> .

To learn more about different charging options for electric vehicles, please visit <https://calevip.org/electric-vehicle-charging-101>.

- b. **Solar photovoltaic (PV) equipment** generates electricity to power EVSE or other charging equipment. Applicants may receive funding for solar PV systems that power EVSE or micromobility devices charging infrastructure, consistent with the following criteria:

- i. Solar PV systems must be co-located with voucher-funded EVSE, and/or micromobility devices charging infrastructure.
 - ii. Energy produced by the solar PV system must be used to offset the costs of charging for the proposed service model.
 - iii. Rooftop, ground-mount, and carport solar PV systems are all eligible for funding.
 - iv. Specific types of solar PV equipment allowed under this section include PV modules, inverters (including smart inverters), meters, battery and energy storage systems, and related balance of system equipment.
 - v. All equipment installed must be on the California Energy Commission's Solar Equipment List of approved equipment, as created pursuant to SB 1 (Murray, Chapter 132, Statutes of 2006). The most recent Solar Equipment List can be found at <https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists> and is updated by the California Energy Commission regularly.
 - vi. All major system components (panels and inverters) must not have been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not eligible.
 - vii. All equipment must be installed by a contractor holding a C-10, C-46, or B license in good standing with the State of California Contractors State License Board.
 - viii. All equipment must have a warranty of not less than 10 years to protect against defects and undue degradation of electrical generation output, consistent with California Public Utility Code 387.5(d)(4).
 - ix. Awardees must provide solar PV performance data from the contracted monitoring system upon request to contribute to CMO program evaluation efforts.
 - x. Solar PV system capacity funded through CMO must be used to directly support or supply energy to the service model identified in the needs assessment.
- c. **Hydrogen refueling equipment:** Voucher funds may be used to support the installation of hydrogen refueling infrastructure or to provide fuel cards for service users. Allowable voucher funding amounts may not be sufficient to cover all capital costs associated with building refueling facilities; as a result, if an installation of hydrogen refueling is included in the proposed budget, applicants must demonstrate that other sources of funding have been secured sufficiently to complete the proposed project.

Proposals containing a hydrogen refueling station installation must adhere to the minimum technical requirements and renewable hydrogen requirements specified in [Appendix E](#) (Hydrogen Refueling Station Requirements) and the CEQA and permitting requirements described in [Appendix D](#). Additionally, the project must comply with all applicable federal, state, and local laws and requirements for acceptable installation and

usage of hydrogen refueling stations. Each hydrogen refueling station must be designed to allow the station to accept delivery of hydrogen fuel from a mobile refueler or hydrogen tube trailer if on-site hydrogen production goes off-line or if hydrogen delivered via a pipeline is disrupted. Public access to proposed refueling stations is not required.

Hydrogen refueling stations must be sited where similar infrastructure already exists (e.g., installing a hydrogen refueling station at an existing fueling station or a commercial or industrial facility).

- d. **Micromobility Devices Infrastructure:** Applicants may receive funding for infrastructure in support of micromobility devices, consistent with the following criteria:
 - i. The charging infrastructure must be primarily intended to provide electricity for micromobility devices that are deployed through the voucher-funded project.
 - ii. Eligible infrastructure includes:
 - 1. Bicycle and scooter locking stations.
 - 2. Docking, securement, storage, and related infrastructure for parking.
 - 3. “Quick-build” safety infrastructure in the public right-of-way. A “quick build” project is defined as a project that does not require major street construction and can be implemented by local agency staff. These projects may include, but are not limited to, roadway and curb paint, signs, parking and loading changes, painted safety zones, posts separating bike lanes from vehicle lanes, changes to the configuration of traffic lanes, and dedicated rights-of-way using barriers, bollards, or other materials.²⁴
 - 4. May include other necessary infrastructure for micromobility devices, to the extent consistent with the project design.

5. Additional Transportation Enhancements

Most of the funding associated with the Mobility Project Voucher is intended to be used for project costs and activities that are essential to implementing the proposed service model (as defined in [Section D.2](#)). However, up to 25 percent of the total voucher amount requested per application may be dedicated to “additional transportation enhancements” that are defined as activities or services directly supportive of, but not essential to, implementing the service model. These enhancements may include other types of transportation resources or assets that complement the service model, in a way that improves accessibility, reliability, convenience, safety, and/or affordability for participants. The following transportation enhancements are eligible for funding:

²⁴ Adapted from San Francisco Municipal Transportation Agency (SFMTA) Vision Zero Quick Build Program.

- a. Provide subsidies for traditional public transit rides to better connect projects to existing services (i.e., first-mile, last-mile solutions).
- b. Develop trip planning or mobility-as-a-service (MaaS) platforms or integrate project data into existing platforms.
- c. Develop multi-modal payment platforms, integrating project payment systems into existing platforms and expanding payment system capacities to support the [California Integrated Travel Project \(Cal-ITP\)](#).
- d. Provide transportation subsidies and special incentives for homeless individuals and families.

6. New Project and Expansion Project

New and expansion projects are both eligible for Mobility Project Voucher funding and have the same voucher funding cap of \$1,800,000 per application.

A new project is defined as a project that operates a different service model from an existing service model that is funded by CARB and is currently operating (or planned to begin development or operations)²⁵ in the proposed project area.

An expansion project is defined as a project that expands the existing service model²⁶ that is currently in operation or planned to begin operations, by increasing the project area to serve additional residents, increasing vehicle access (e.g., increasing operation hours or number of vehicles), or increasing infrastructure equipment. Expansion project may also include additional support for ongoing operation of the existing service model.

To achieve greenhouse gas reduction, an expansion project must result in increasing ridership and/or include fleet replacement from combustion engine vehicles to eligible zero-emission vehicles.²⁷ Expansion project proposal must be supported by existing documentation from community transportation needs assessment or documented comprehensive feedback from the community collected during planning and construction or operations period of the current service.

Note: The voucher amount requested per application is only up to \$1,800,000 for a new project, expansion project, continuing the same existing service without an expansion, or any combination thereof.

²⁵ Planned projects are considered an existing service model if the project is approved and has been planned to begin development or operations at the time of application submission.

²⁶ The existing service model must be in support of the eligible service models described in Section D.2 of this manual.

²⁷ Replacing the existing fleet is only eligible for funding if the transition is from internal combustion engine fossil fuel vehicles to eligible zero-emission vehicles. Replacing the existing fleet of zero-emission vehicles (or e-bikes/e-scooters) with newer zero-emission vehicles (or newer e-bike/e-scooters) or replacing conventional bicycles and/or scooters with e-bikes or e-scooters is not eligible.

7. Eligible Project Costs and Payable Activities

This section includes the list of project costs and payable activities eligible for funding through the Mobility Project Voucher. Project costs are only eligible for payment if they have been incurred *after* the Voucher Agreement execution date (when all responsible parties sign the Voucher Agreement) and all applicable insurance requirements have been met. The Mobility Project Voucher funds may be applied to a variety of eligible activities related to project planning and design, outreach and marketing, capital costs, operations and maintenance, and administration costs, as defined in this section.

- a. **Planning** includes activities related to project planning and design generally before the mobility service operation is launched (Operations Launch is the date when participants start using the service). Examples of eligible planning activities include, but are not limited to:
 - i. Execution of contracts and agreements with project partners.
 - ii. Identification of potential sites for infrastructure, beyond those identified in the application.
 - iii. Infrastructure design activities, including engineering costs and utility service orders.
 - iv. Compliance with the California Environmental Quality Act (CEQA), if applicable.
 - v. Compliance with permitting requirements (e.g., EVSE installation permits, Historical Preservation, Above Ground Facilities Ordinance, Americans with Disabilities Act [ADA] accessibility requirements, etc.).
 - vi. Technical assistance before Operations Launch.
 - vii. Coordination efforts with other CARB's Low Carbon Transportation Investment Projects, including the [Access Clean California](#) project, the Sustainable Transportation Equity Project (STEP) and Clean Mobility in Schools (CMIS) as well as other CEC Clean Transportation Program Projects, including the California Electric Vehicle Infrastructure Project (CALeVIP), Communities in Charge, and Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIIZE) during the planning and construction period.
 - viii. Planning for launch event activities.
 - ix. External consulting during the planning and construction period.
 - x. Participating in meetings with the Program Administrator and project partners.
 - xi. Participating in the Clean Mobility Equity Alliance (CMEA) events and meetings for capacity building and sharing information with other clean mobility awardees and participants.²⁸

²⁸ Please note that participation in the CMEA events is mandatory and should be considered in your budget.

- xii. Compliance with insurance requirements.
- xiii. Training for project staff.
- b. **Outreach and Marketing** includes all activities for conducting community outreach, educational forums, collecting community input, promoting the service, and educating community residents. Examples of eligible outreach and marketing activities include, but are not limited to:
 - i. Develop materials for implementing community events, such as supplies, transportation stipends, marketing materials design and printing, and other related activities.
 - ii. Procurement of equipment, facilities, or venues.
 - iii. Activities associated with data gathering and analysis, event planning, and other key activities.
 - iv. License or subscription fees for online event and survey tools.
 - v. Providing incentives for community member participation (e.g., for completing surveys).
 - vi. Procuring community-based organization subcontracts.
 - vii. Language translation services.
 - viii. Vehicle rental for purposes of education on clean vehicle technology.
 - ix. Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges who want to attend community meetings.

Note: Costs for food, alcoholic beverages, and childcare are not payable.

- c. **Capital Acquisition Activities** includes vehicles and associated hardware, eligible infrastructure, and other equipment, along with associated labor and contractor costs for construction and installation. Examples of eligible capital acquisition include, but are not limited to:
 - i. Procurement of Vehicles (purchase or lease).
 - ii. EVSE and solar PV system purchase and installation (only when associated with funded vehicles).
 - iii. Hydrogen refueling infrastructure purchase and installation.
 - iv. Acquisition of bicycles, electric bicycles, electric scooters and other eligible micromobility devices.
 - v. Electric bicycle and locking station purchase and installation.
 - vi. Helmets for bike/e-bike sharing and scooter/electric scooter-sharing participants.

- vii. Software development for reservation and payment systems.
 - viii. Telematics devices (e.g., GPS).
 - ix. Additional infrastructure supplements may include but not limited to, equipment extended warranty, repair labor warranty, transformers, electric panels, conduit, wiring, meters, stub-outs, demand management equipment, and parking space purchase or lease.
- d. **Operations and Maintenance** include all activities related to operating and maintaining the mobility services after the Operation Launch. Examples of eligible operations and maintenance activities include, but are not limited to:
- i. Regular, corrective and preventive maintenance for motor vehicles, micromobility devices, and infrastructure (including repairs due to vandalism).
 - ii. Charging network service-level agreements.
 - iii. Extended warranties for charging equipment.
 - iv. Revenue guarantees to operators who are covering the cost of operations with user fee revenue, through a direct business-to-consumer model.
 - v. Price subsidies to operators covering the cost of operations with user fee revenue, through a direct business-to-consumer model in order to reduce costs to the end-user.
 - vi. Compliance with insurance requirements.
 - vii. Leased vehicles and equipment.
 - viii. Replacing pieces of equipment (Costing less than \$5,000), including bicycles and scooters.²⁹
 - ix. Bicycle safety courses.
 - x. Technical assistance after the Operations Launch.
 - xi. Coordination efforts with other CARB's Low Carbon Transportation Investment Projects, including the Access Clean California project, STEP, and CMIS as well as other CEC Clean Transportation Program Projects, including CALeVIP, Communities in Charge, and EnergIIZE during the operation period.
 - xii. Ongoing software maintenance.
 - xiii. Short-term rentals of vehicles to meet unanticipated service needs (e.g., shortage of vehicle due to an emergency repair).
 - xiv. Fuel and electricity.

²⁹ Analysis of repair cost relative to replacement cost must be provided with payment request.

- xv. Developing operations and maintenance plans to ensure equipment reliability.
 - xvi. Installing lighting to provide safety for travelers at night.
 - xvii. Placing canopies, planting trees, or other items that offer shade and shelter from the elements while using the service.
 - xviii. Placemaking, installing wayfinding signage, trash cans, bathrooms, or other necessary elements for operating mobility hubs.
- e. **Administrative Activities** includes all activities related to administration of the project after the voucher execution date. Examples include, but are not limited to:
- i. Payment request submissions, insurance materials, data reporting, and other required documentation to the Program Administrator.
 - ii. Collecting, organizing, and quality control of data for reporting and evaluation purposes.
 - iii. Other activities to include, but not limited to, travel expenses, printing, record retention, and mailing.

Voucher funding may be “stacked” or leveraged with other sources of funding to increase the scale of the project, subject to any stacking limitations associated with the other funding sources. This practice is encouraged and will be considered “Community Resource Contribution.” However, applicants may not use voucher funds for activities already budgeted for and/or funded by other grants, agreements, or contracts. A single activity may not be billed to multiple public funding programs (i.e., double billing), and voucher funding may not be combined with other public incentives in a manner that leads to payment for a specific cost at an amount greater than the actual cost incurred. CARB reserves the right to audit payment requests across State programs to ensure this practice does not occur.

Note: HVIP may fund or co-fund vehicles that are part of the CMO program, at CARB’s sole discretion. However, if the vehicle is already paid by CMO voucher, it cannot receive additional incentives.

E. ALLOWABLE VOUCHER FUNDS

1. Breakdown of Allowable Voucher Funding Components

Table 1 presents the breakdown of allowable voucher amounts for CMO eligible vehicles and infrastructure.

Table 1. Allowable Voucher Amounts for Vehicles and Infrastructure

Vehicle Type and Technology	Maximum Funding Amounts (per vehicle)
New ³⁰ light-duty zero-emission vehicle (ZEV)	Up to \$65,000 ³¹
New light-duty plug-in hybrid (PHEV) (only models with 6 seats capacity or more)	Up to \$40,000
Used light-duty ZEV or PHEV ³² (4 years or newer)	100 percent of the Kelley Blue Book (KBB) value ³³ (cannot exceed maximum payable amount for the new vehicle)
Leased new light-duty ZEV	Up to \$850 per month (including up to \$3,000 down payment)
Leased used light-duty ZEV	Up to \$600 per month (including up to \$3,000 down payment)
New ³⁴ zero-emission passenger van and shuttle bus up to Class 6 ($\leq 26,000$ GVWR ³⁵) or under 30 feet in vehicle length	Total vehicle purchase cost
Additional allowance for the purchase of new ADA-compliant vehicles and micromobility devices (e.g., wheelchair lift, wheelchair ramp, adaptive e-bikes)	Up to \$20,000 additional to allowable funding per eligible light-duty or medium-duty vehicles; Up to \$4,000 additional to allowable funding per eligible micromobility device
New neighborhood electric vehicle (NEV)	Up to \$15,000
New electric cargo bicycle, electric cargo tricycle, or electric pedicab (3-4 seats)	Up to \$12,500
New electric bicycle (e-bike)	Up to \$3,500
New cargo bicycle, tricycle, or pedicab (human powered)	Up to \$4,500
New bicycle	Up to \$1,500
New electric kick-scooter	Up to \$700

³⁰ Light-duty vehicles are considered new if odometer reading is 7,500 miles or less at the time of purchase or lease.

³¹ CARB may approve costs in addition to allowable payment amount for eligible vehicles that cost more than \$65,000 on case-by-case basis.

³² PHEVs are only eligible in models with 6-seats capacity or more.

³³ Kelly Blue Book (KBB) value is defined as the upper limit of the KBB fair market range, for the same vehicle condition, transaction type, and zip code as the actual transaction.

³⁴ Medium/heavy-duty vehicles are considered new if odometer reading is 3,500 miles or less at the time of purchase or lease.

³⁵ Gross Vehicle Weight Rating

Charging and Fueling Infrastructure (Includes Equipment and Installation)	Maximum Funding Amounts (per unit)
Level 2 electric vehicle supply equipment (EVSE) unit, including equipment and installation costs	Up to \$30,000 for one dual port L2 (or two single port). CMO will fund only one unit per funded vehicle.
DC Fast Charge EVSE unit, including equipment and installation	Up to \$112,000 per 50kW unit Up to \$175,000 per 150kW unit Up to \$250,000 per 350kW unit
Solar Photovoltaic Equipment to supply electricity for EVSE and other clean mobility options charging equipment	Amount paid must be based on community input regarding the supply needed to support funded equipment
Fuel Cell Electric Vehicle (FCEV) infrastructure installation and fueling	Up to \$200,000 per project for building a refueling station or providing fuel cards
Infrastructure costs for conventional bicycle, scooter, and other micromobility vehicles (including docking equipment, lockers, and “quick build” right-of-way infrastructure and installation)	Up to 200 percent of the voucher-payable amount for bicycles in the project fleet (\$1,500 per bicycle). Total cannot exceed \$525,000 per project
Infrastructure for electric bicycle, scooter, and other electric micromobility vehicles (including charging equipment, docking equipment, lockers, and “quick build” right-of-way infrastructure and installation)	Up to 300 percent of the voucher-payable amount for e-bikes in the project fleet (\$3,500 per e-bike). Total cannot exceed \$525,000 per project

Tables 1.a and 1.b demonstrate sample calculations for infrastructure costs for conventional micromobility and electric micromobility devices, respectively.

Table 1.a. Example of infrastructure limits with conventional micromobility devices

Number of Conventional Vehicles	Max Funding Amounts for Bicycles (\$1,500/bicycle)	Max Infrastructure \$ (at 200 percent)
10	\$15,000	\$30,000
50	\$75,000	\$150,000
175	\$262,500	\$525,000

Table 1.b. Example of infrastructure limits with electric micromobility devices

Number of Electric Vehicles	Max Funding Amounts for e-bikes (\$3,500/e-bike)	Max Infrastructure \$ (at 300 percent)
10	\$35,000	\$105,000
20	\$70,000	\$210,000
50	\$175,000	\$525,000

2. Mobility Project Voucher Agreement Timeline

Approved applicants will sign the Voucher Agreement with the Program Administrator, agreeing to be bound by the terms and conditions outlined in the Program Implementation Manual and in the Voucher Agreement. From the date the Voucher Agreement is signed (Voucher Agreement execution date), CMO will provide funding for up to 15 months for project design, planning and construction (Planning and Construction Period), and 4 years of service operation (Project Operation Period).

Mobility projects (MPV) funded by this program must be fully operating for at least 4 years from the date of Operation Launch (when participants start using the service³⁶). Applicants must describe their plan and strategies for maintaining the proposed services throughout the Project Operation Period in their application. Please see Table 2 for more details.

Table 2. Mobility Project Voucher Agreement Timeline

	Voucher Agreement Term						
	<i>Project Kick-off Meeting¹</i>	Up to 15 months for Planning & Construction Period	<i>Operation Launch Date²</i>	Year 1 of service operation	Year 2 of service operation	Year 3 of service operation	Year 4 of service operation
Voucher Agreement Execution							Project Operation Period (Minimum of 4 years)
	All approved project activities during this time can be paid for by CMO Voucher.						
	Data Reporting Period (Data collected through Planning & Construction period + 4 years of Project Operation)						
	<ol style="list-style-type: none"> Kick-off only occurs after compliance with general liability insurance is confirmed by the Program Administrator. Operation Launch may begin at any time during the first year of the Voucher Agreement period but must occur no later than 15 months <u>from the date of the project kick-off meeting.</u> 						

³⁶ If multiple service models (e.g., bikeshare and carshare) are included in the application, at least one service model must be fully launched to start the Project Operation Period.

F. MOBILITY PROJECT PARTICIPANT (END-USERS) ELIGIBILITY

1. Vehicle Drivers

- a. Possess a current California Class C Driver license.³⁷
- b. Meet minimum requirements to drive a project vehicle as required by the Awardee (or mobility operator or fleet owner) and the insurance policy.
- c. Complete an initial participant survey upon enrollment.
- d. Complete trip surveys and participate in research as requested. Must pay required fees, if any, to use the service.

2. Bicycle/Scooter Riders

- a. Complete a bicycle/scooter safety guidelines acknowledgment and training if offered by the service provider.
- b. Complete an initial participant survey upon enrollment.
- c. Complete trip surveys and participate in research as requested.
- d. Pay required fees, if any, to use the bike/scooter-sharing service.

3. Carpool/Vanpool Riders (Non-Driver Participants)

- a. Complete an initial participant survey.
- b. Complete trip surveys and participate in research as requested.
- c. Pay required fees, if any, to participate in the carpool or vanpool service.

4. Ineligible Participants

Participants become ineligible to operate vehicles or other project equipment upon any of the following events:

- a. Vehicle driver or bicycle/scooter rider participant becomes ineligible per terms of insurance.
- b. Vehicle driver license lapses or is revoked.
- c. Vehicle or bicycle/scooter rider is determined to be an unsafe or impaired driver/rider by the lead applicant or the service provider.
- d. Participant causes damage to a vehicle, bicycle, scooter, EVSE or other project property.
- e. Non-payment of project fees to use the system, to participate in the project, or to receive subsidies, as required by the lead applicant or the service provider.

³⁷ A driver of a vanpool may operate with a Class C license but shall possess evidence of a medical examination required for a Class B license when operating vanpool vehicles.

- f. Non-compliance with project requirements. Non-compliance is determined at the discretion of the Awardee or the Program Administrator, using the Implementation Manual and terms and conditions in effect at the time of non-compliance.

G. MOBILITY PROJECT VOUCHER APPLICATION REQUIREMENTS

To make an application process more equitable and streamlined, the Mobility Project Voucher application is submitted in two phases: Phase 1 (Basic Eligibility) and Phase 2 (Final Application). Phase 1 consists of minimum eligibility requirements and Phase 2 includes complete and more detailed program requirements as described in this section. The Program Administrator will notify only applicants approved during Phase 1 of advancement to continue to Phase 2 and submit a Final Application.

This section describes the required information and documents applicants must provide and submit with their applications. The application materials will be available before the application window is opened and can be accessed and submitted via the secure CMO online portal at www.cleanmobilityoptions.org/application. Please see [Appendix A](#) for an overview of the Mobility Project Voucher application material.

1. Phase 1 Application Requirements

- a. **Project Team Profile:** Description of the project team structure, including lead applicant and sub-applicants' organizations and individual team members with roles, responsibilities, and relationships. The description should include the connections of project team organizations to the targeted population and ties to grassroots/community-based organizations rooted in this population's culture(s) and language(s).
- b. **Project Narrative:** Description of the proposed project, service model(s), and work plan, defining the transportation and mobility challenge(s) that the project will address based on the input from community residents.
- c. **Community Transportation Needs Assessment:** Documentation demonstrating that the proposed project is responsive to the specific transportation needs of the community. The assessment must consider community preferences for mobility solutions, identified through meaningful, broad-based, and representative engagement, and prioritize community decision-making throughout project development. For fulfilling the application requirements, the key assessment activities must have been conducted within no more than 4 years of the application submittal date. Applicants must demonstrate that data sources and community engagement are adequately up to date, reflect current community-identified needs, and represent the target community for the mobility project. The community transportation needs assessment included with the Mobility Project Voucher application must include:

- i. **Transportation Access Data Analysis:** This analysis should be based on at least one resident survey and three different community transportation accessibility indicators. Accessibility indicators may include, but are not limited to: U.S. EPA Walkability Index³⁸, vehicle ownership per household³⁹, cost of existing transit and average cost per week for fueling car⁴⁰, median household income⁴¹, access to job opportunities⁴², existing shared mobility services in the community (e.g., bikeshare, electric shuttle or buses, electric carshare, etc.), existing public transit stops and/or existing bikeways or designated bicycle routes.

This analysis should include a clear understanding of how the findings from the accessibility indicators impact the community, and how the findings from the accessibility indicators connect to survey responses provided by the community to uncover the community's mobility challenges. A sample resident survey for community needs assessments is available online at www.cleanmobilityoptions.org/project-development-tools/.

Note: The Program Administrator recognizes the need for flexibility in data analysis, data sources, and survey questions due to the lack of quality publicly available data and varying local conditions. The survey templates provided are not a strict list of required questions and can be modified to best suit the local community's needs. Additionally, the available U.S. Census data and other accessibility indicators needed to complete a Transportation Access Data Analysis may not accurately reflect all communities. If these conditions exist, please contact the Program Administrator for additional guidance. For example, due to varying organization capacity and project scope, additional documented community engagement activities as described below, may sufficiently capture how the proposed project is responsive to specific transportation needs of the community.

- ii. **Documented Community Engagement:** Shows documented ongoing engagement with project area residents through at least two types of engagement strategies such as community forums, in-person or virtual workshops, webinars, house meetings, focus groups, interviews, etc. Please note that creative and accessible virtual engagements are encouraged due to special circumstances when in-person interactions are limited.
- iii. **Final Report:** This report must summarize the outcomes of the assessment. The application must demonstrate a direct connection between the needs assessment conclusions included in the report and a proposed project (e.g.,

³⁸ Walkability Index (MapServer): <https://geodata.epa.gov/arcgis/rest/services/OA/WalkabilityIndex/MapServer>

³⁹ 2016-2020 American Community Survey 5-Year Estimates: <https://data.census.gov/cedsci/table?q=United%20States>

⁴⁰ Average fueling cost: <https://gasprices.aaa.com/?state=CA>

⁴¹ 2016-2020 American Community Survey 5-Year Estimates:

<https://data.census.gov/cedsci/table?q=median%20household%20income&t=Income%20%28Households,%20Families,%20Individuals%29%3AHousehold%20and%20Family&tid=ACSST5Y2020.S1901>

⁴² Longitudinal Employer-Household Dynamics Data: <https://lehd.ces.census.gov/data/>

target community/audience, scale of project, service model). For more details see [Chapter II- Section Q](#).

- d. **Project Area Profile:** Description of residents' geographical boundaries and basic demographics (through written and/or visual means by attaching a map). If applicable, identify the disadvantaged and low-income communities by address, census tracts, or tribal land designation.
- e. **Total Requested Voucher Amount:** Only a total voucher amount requested must be included in the Phase 1 application. The current maximum award amount for each Mobility Project Voucher application is \$1,500,000. A complete Mobility Project Budget worksheet will be required during Phase 2 application submission.
- f. **Supporting Documentation for Applicant Eligibility Confirmation (where applicable):**
 - i. A non-profit lead applicant must submit:
 - 1. Evidence of their tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 (**Copy of the IRS Determination Letter**) and their tax-exempt status under California State law (**Copy of Exemption Letter from State of California Franchise Tax Board**).
 - 2. Evidence of at least one-year incorporation from the time of voucher application submission (**Copy of Articles of Incorporation**)⁴³.
 - 3. Evidence of being registered and in active and good standing with the California Secretary of State (**Copy of Statement of Information and Certificate of Status**).
 - ii. If the applicant is using a needs assessment previously funded by CTNA voucher and neither the lead applicant nor any of the sub-applicants are the former CTNA Awardee associated with that needs assessment, applicant must submit a letter of support from the CTNA Awardee. A letter of support is required to confirm that the CTNA Awardee has been informed and is in support of the use of their needs assessment report for this Mobility Project Voucher application.⁴⁴

2. Phase 2 Application Requirements

Qualified applications approved during Phase 1 will be notified by the Program Administrator of advancement to proceed to Phase 2 and submit a **Final Application** by the application deadline. The Final Application consists of the following components:

⁴³ Non-profit organizations who are initially formed in another state but have been operating in CA for at least a year should include the California Registration as Out-of-State Corporation - Non-Profit in addition to the Articles of Incorporation from the state where the organization was formed.

⁴⁴ Projects must rely on the service models and other community needs and preferences found from the needs assessment developed as a result of the CTNA voucher. In addition, the MPV project area must be the same or contained within the CTNA project area and the target community/audience must have been engaged in the needs assessment.

- a. **Project Narrative and Team Profile Details:** This is a detailed description of the project proposal, including key activities to be conducted for planning, development, and operations. This must also include a disclosure of any required public process for approval of the project, including who has the authority to approve, process for approval, and anticipated approval timelines. In addition, if there is an “additional transportation enhancement” component in your proposal, it should be noted in this section. Additional transportation enhancements are described in [Section E.4](#) of this manual.
- b. **Project Milestone Schedule:** This is an estimated timeline for the life of the project, including all project activities and interim steps needed to implement the project and operate the service for a minimum of 4 years. The schedule should include milestones for the planning and construction, deployment and operation, and reporting of the project’s implementation. Applicants may submit a draft project milestone schedule with their application and an updated version within 1 month after voucher execution (recommended for projects still in the development stages).
- c. **Community Outreach Plan:** Detailed description of the targeted strategy to engage the identified community residents through outreach and education. Identify key partners, their roles for outreach and education, and their knowledge and experience within the community. Description of the proposed plan to engage residents during all stages of the project, promote and advertise the service to potential users, and plan for outreach to local businesses, or other stakeholders who may be affected by new construction or other aspects of the project.
- d. **Community Resource Contributions:** Applicants must demonstrate that they are prepared to supplement voucher funding with community investments in the form of “resource contributions.” Resource contributions are assets contributed to the project to support long-term sustainability and meet the minimum of 4 years of service operation requirement and beyond. Assets do not need to be monetary, and applicants are not required to estimate the monetary value of the contributions but are highly encouraged to provide an estimated value where possible. To satisfy the eligibility requirements for resource contributions, the applicant must demonstrate in their application that they can provide a minimum of five of the resource types described in Table 3 below. **There is no minimum dollar amount or match requirement.** Resource contributions are not eligible for payment through voucher funding. Contributions must be reasonably documented in the application.

Applicants should submit at least one document from the example supporting documents listed in Table 3 to demonstrate each item (however, it is encouraged to submit as many documents as necessary to show reasonable support). Applicants must provide evidence and tracking of their resource contributions consistent with the project reporting requirements.

Table 3. Community Resource Contributions

Eligible Resource Contribution Types	Examples for Supporting Documentation
<p>1. Relationships with project-relevant community groups or Community-Based Organizations (CBOs) (partnerships that are not part of core partner team)</p>	<ul style="list-style-type: none"> ● Letter of support ● Memorandum of Understanding (MOU) ● List of CBOs or community groups ● Description of involvement / benefit to project
<p>2. Coordination with non-CARB and non-CEC funded research initiatives that connect to clean mobility broadly and/or are project-related</p>	<ul style="list-style-type: none"> ● Research contracts or grants ● MOUs ● Research product deliverables ● Data sharing agreements
<p>3. Project-related labor costs (up to 1 year prior to voucher application submission date) for either of the following:</p> <ul style="list-style-type: none"> ● Community Transportation Needs Assessments⁴⁵ ● Other directly project-related labor (planning, construction, outreach, etc.) that will benefit the project 	<ul style="list-style-type: none"> ● Time sheets ● Budget ● Task description / duty statements ● Community Transportation Needs Assessment documents
<p>4. Project-related labor costs⁴⁶that are not paid through voucher funds, including but not limited to:</p> <ul style="list-style-type: none"> ● Partnership development and planning ● Infrastructure permitting and construction ● Outreach and marketing ● Operations ● Program management ● Executive leadership, involvement, or buy-in ● Quality control, quality assurance, oversight, and accountability ● Workforce training and development ● Research and evaluation of project ● Volunteer labor 	<ul style="list-style-type: none"> ● Time sheets ● Budget ● Task description / duty statements ● Other documentation as applicable

⁴⁵ A Community Transportation Needs Assessment funded through the CMO Voucher Pilot Program *cannot* qualify as a Resource Contribution for a Mobility Project application. To use a community transportation needs assessment as a community resource contribution, the assessment must have been conducted within 1 year prior to the date of application submittal.

⁴⁶ Labor costs counted as a Resource Contribution cannot be paid by the CMO voucher fund.

Eligible Resource Contribution Types	Examples for Supporting Documentation
<p>5. Project-related materials or assets already owned by project participants and/or donated to the project that will be used during the Voucher Agreement Term. Examples include:</p> <ul style="list-style-type: none"> ● Event venues ● Outreach and education expenses/assets, including but not limited to: <ul style="list-style-type: none"> ○ Advertising ○ Community meetings and outreach events ○ Broadcast media ○ Printing and mailing ○ Travel expenses ○ Reporting ○ Websites ○ Newsletters ● Web platforms and software ● Travel expenses ● Other 	<ul style="list-style-type: none"> ● Invoices ● Budget ● Contract ● Grant agreement ● Letter of commitment ● Work plan ● Description of benefits to project
<p>6. Technology and Equipment⁴⁷ already owned by project participants and/or donated to the project that will be used during the Voucher Agreement Term. Examples include:</p> <ul style="list-style-type: none"> ● Vehicles and associated hardware acquisition ● ADA Retrofits ● Necessary and appropriate workplace and safety equipment ● Vehicle insurance ● Vehicle tracking ● EVSE infrastructure ● Hydrogen refueling station ● Web platforms and software 	<ul style="list-style-type: none"> ● Purchase documentation ● Permits ● Invoices
<p>7. Energy or fuel costs (electricity or hydrogen)</p>	<ul style="list-style-type: none"> ● Energy bills ● Letter of commitment ● Budget

⁴⁷ Project-related technology and equipment counted as a Resource Contribution may not be paid through the CMO Voucher fund.

Eligible Resource Contribution Types	Examples for Supporting Documentation
8. Donated or acquired land for infrastructure or parking spaces	<ul style="list-style-type: none"> ● Applicable documentation
9. Cash from other funding sources	<ul style="list-style-type: none"> ● Applicable documentation
10. Credits generated by the Low Carbon Fuel Standard (LCFS) that will be used during the Voucher Agreement Term.	<ul style="list-style-type: none"> ● Applicable documentation
11. Resources that will maintain the project through the 4-year Project Operation Period <ul style="list-style-type: none"> ● See all the above for examples 	<ul style="list-style-type: none"> ● See above documentation for Labor Costs ● MOU ● Contract ● Sustainability Plan

- e. **Mobility Project Voucher Budget Worksheet:** Description of all project activities with estimated costs during the Voucher Agreement Term, itemized by project activities/tasks. Applicants must provide a clear, concise, and reasonable project budget that lists all payable activities with estimated cost and source of those funds in a logical sequence that leads to on-time completion of the project. The [Mobility Project Voucher Budget Worksheet](#) is available online on the CMO website. This budget sheet will become the basis for future payment requests.
- f. **Financial Sustainability Plan:** A description of how the project can be sustainable after CMO grant funding is spent. This section of the application should describe strategies for financial sustainability and risk management, including:
 - i. Community resource contribution documentation (as described in Section 2.d).
 - ii. Strategies to maintain the service for at least 4 years and to sustain it beyond the Project Operation Period.
 - iii. Plan for ensuring vehicles and equipment continue to serve the community in any other capacity if operation discontinues after 4 years.
- g. **Supporting Documentation for Phase 2 Applications (where applicable):**
 - i. If the lead applicant is not a Community-Based Organization (CBO), a letter of support from a project-related CBO or local community group is required.⁴⁸ This letter should explain how the CBO meets the minimum definition criteria listed below and demonstrates their support for the project. A project-related organization or group represents community members that will be impacted by the project or has a service background related to the type of project. Tribal applicants

⁴⁸ Please note that public agencies are not considered CBOs.

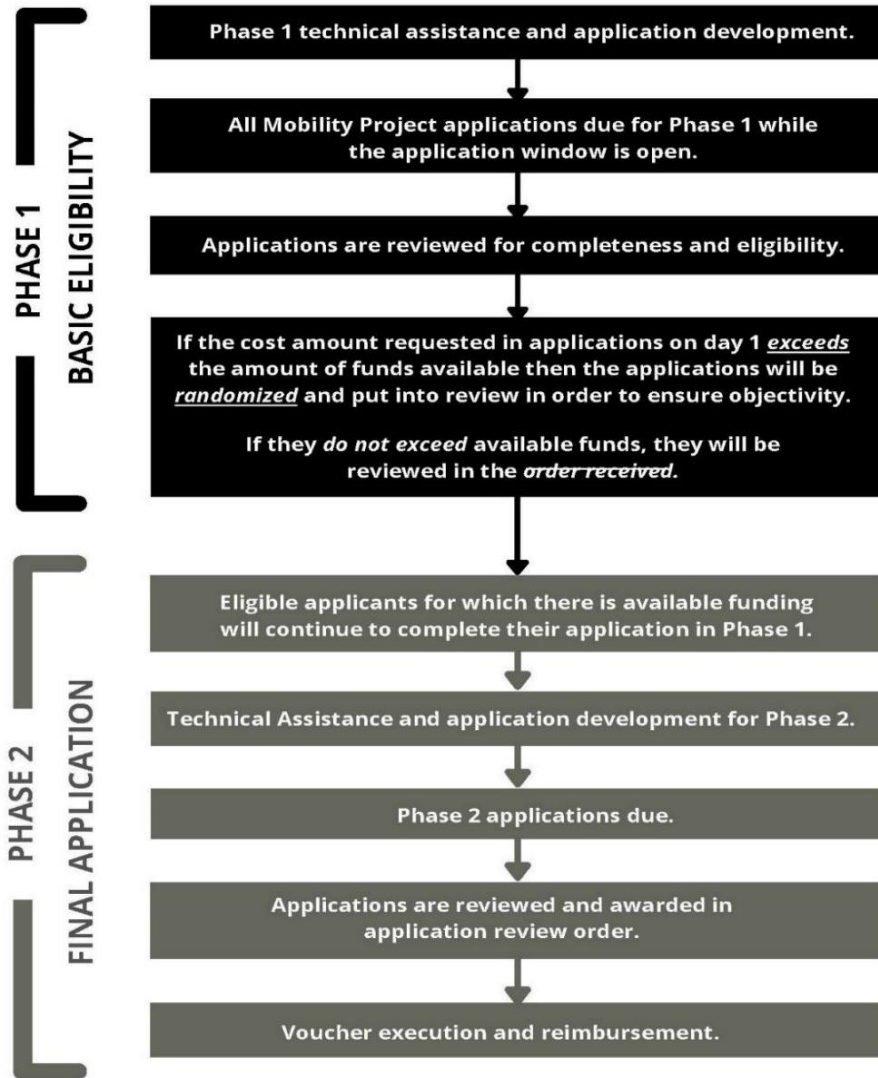
are exempt from this requirement. For the purposes of this program, CBO or local community group must meet a minimum of two of the following requirements:

1. The organization is place-based, with an explicit geographic focus area that includes the proposed project area.
 2. Staff members, volunteers, or Board members reside in the community where the project is located.
 3. The organization has a demonstrated track record of at least one year providing services in the proposed project area.
- ii. If the lead applicant is a non-profit organization, they must submit a letter of commitment from a local or regional public agency that provides specific examples of how that agency will actively engage in project implementation. Sample letters are available on the CMO website at <https://www.cleanmobilityoptions.org/application-materials/>.
 - iii. All sub-applicants and project partners on the application must provide a letter of commitment to express their support and commitment to the lead applicant and the proposed project. This letter must include the sub-applicant's specific roles and responsibilities in the project.

H. APPLICATION SUBMITTAL AND EVALUATION PROCESS

Figure 1 (next page) provides an overview of the Mobility Project Voucher application evaluation process.

Figure 1- Mobility Project Voucher Application Evaluation Process



- a. Phase 1 Applications will be accepted starting at 9:00 am Pacific Time (PT) on a date to be announced and posted on the CMO website at www.cleanmobilityoptions.org for each funding cycle (application window). Applications that meet minimum eligibility criteria will be deemed qualified. Qualified applications will be approved on a first-come, first-served basis, pending availability of funds. Approved applications then will be notified by the Program Administrator to continue to Phase 2 Final Application submittal process⁴⁹.
- b. During Phase 1 application window, if applications received on the first day (11:59 pm PT by the same day) exceed the total funds available, the processing sequence

⁴⁹ After funding is exhausted, unawarded qualified applications may be prioritized for future funding opportunities. However, the applicant understands and agrees that there is no guarantee that any additional funding opportunities will be available, and that CARB cannot provide assurance of future program funding.

for all applications submitted on the first day will be randomized and reviewed in the new randomized order to ensure equitability⁵⁰. As a result, the final review order for evaluating applications will consist of all applications received on the first day in randomized order followed by timestamped applications received after the first day. Qualified applications will then be approved based on the final review order, pending availability of funds.

- c. Applicants are highly encouraged to submit applications and supporting documentation by using the secure CMO online portal <https://cleanmobilityoptions.org/mpv-application/>. However, hard copy applications are also accepted via mail to the address below.
 - i. Applicants may mail their application and supporting documentation to the Clean Mobility Options, address: CALSTART, 48 South Chester Avenue, Pasadena CA 91106.
 - ii. If mailed, submittal date will be determined by U.S. mail postmark. For security purposes, supporting documents that are sent on removable media (flash drives, CDs, DVDs, etc.) will not be accepted.

Note: Applications are not accepted by email.

- d. Applications submitted through CMO online portal will instantly receive an automatic confirmation email. The Program Administrator will send an email notification to all applicants who submit their application by mail that their submission has been received within five calendar days of receipt. The Program Administrator will aim to notify applicants of the status of their application within 8 weeks.⁵¹ CARB may extend the submission period at its sole discretion.
- e. Timestamps are recorded in the following manner:
 - i. Online application submission: applications submitted via CMO online application portal will be timestamped at the time of submission and confirmed with an immediately sent confirmation email to the applicant with a copy to application@cleanmobilityoptions.org
 - ii. Submission by mail: applications submitted by mail will be time-stamped according to the postmarked date and time. Applicants may submit a copy of their postage submission receipt and make the request in writing that their receipt serves as the postmark date and time.

Note: Phase 1 applications received before the date and time of submission window opening will not be accepted. The CMO online portal allows the applicant to save progress while

⁵⁰ Randomization is achieved using a trusted method from [Random.org](https://random.org/).

⁵¹ Depending on the number of applications submitted, it may take longer to respond to applicants; however, the goal is to notify applicants as soon as possible.

completing an application, return to complete at the later time, and share the application among team members. Applicants will need to manually submit applications on the date and time announced. The “submit” function will be enabled once the application window opens.

- f. During the Phase 1 application screening period, the Program Administrator may ask applicants to make minor corrections or clarifications (such as, clerical errors, miscalculations, missing signatures) if needed without losing their recorded timestamp or placing order. All eligible applicants must submit their clarification documents or modified application within 5 calendar days of receipt of their notification.
- g. If the Program Administrator determines, at its discretion, that a clarification document requires CARB review, CARB may ask the applicant for additional information, in which case the time given for clarification or corrections will be the same as described previously.
- h. Set-aside Funds:⁵²
 - i. Applications from Tribal Governments: There is a set-aside fund specifically for eligible tribal governments. After application screening is complete, if unused funding remains in this particular allocation, it may be reallocated to either funding eligible needs assessment projects from tribal applicants or eligible mobility projects from non-tribal applicants. If there is still an unused amount after that, it will be returned to the general pool of funds. Please visit <http://www.cleanmobilityoptions.org/> for current available funding amount.
 - ii. Applications from Window 1 Community Transportation Needs Assessment Voucher Awardees: There is a set-aside fund specifically for eligible mobility projects in previously funded CTNA Awardee communities. After application screening is complete, any unused funding remaining in this particular allocation may be reallocated to either funding eligible mobility projects or eligible needs assessment projects. If there is still an unused amount after that, it will be returned to the general pool of funds.⁵³
 - iii. MPV Awardees Plus up Funding: There is new additional funding available for current MPV funded projects. Window 1 and Window 2 MPV Awardees are now eligible for up to \$300,000 in additional funding for their current awarded project without submitting a new application. This is in addition to the previously approved \$500,000 plus up for Window 1 MPV Awardees. This

⁵² If program receives additional funding, there may be more set-aside appropriations in addition to listed here, including additional fund for unfunded eligible applications from previous CMO application windows.

⁵³ Eligible tribal government CTNA applicants will first be considered in the set-aside fund for tribal applicants, and if oversubscribed, then considered in the set-aside fund for CTNA Awardees.

new additional fund may be applied to a variety of eligible activities related to insurance compliance, capital acquisition, planning and operations, administration, outreach and marketing, participation in the CMEA meetings and other program activities in support of the project scope outlined in their voucher agreement and/or project expansion request. Awardees must submit an updated financial sustainability plan and a revised budget that justifies the need for and use of additional funds. If Awardees request additional fund to expand the project scope, a written justification is required with supporting documents to demonstrate additional demand (e.g., documented community feedback, updated needs assessment, etc.). All required documents must be submitted to the Program Administrator for review and approval within 90 business days of receipt of notification email. The Program Administrator will work with each Awardee to process their voucher agreement amendment.

- i. Ineligible Applications: Applications that do not meet minimum eligibility criteria will be rejected. The Program Administrator will aim to notify ineligible applicants within 4 weeks after the review process is completed. The Program Administrator may provide feedback and guidance to rejected applicants regarding how to improve the quality of their applications to meet the CMO eligibility criteria.
- j. Application Withdrawal During Screening Period: In the event that an applicant wishes to remove their application from consideration, the applicant must submit a written request to withdraw their application to the Program Administrator and submit it to application@cleanmobilityoptions.org.
- k. Case Evaluation: Applications that have been denied by the Program Administrator may request a case evaluation within 10 calendar days of the date that application was denied. The letter must set forth all facts that form the basis for the case evaluation request. If the only basis for a case evaluation request is that the applicant disagrees with the policies or requirements set forth in the Voucher Agreement or the Implementation Manual, there is no basis for a case evaluation request. A formal letter requesting a case evaluation must be postmarked within 10 calendar days from the date that the application was rejected and be mailed to the following:

CMO Case Evaluations

Mobile Source Control Division 5th floor

1001 I St., Post Office Box 2815

Sacramento, California 95812

Electronic submissions via email to cmo-appeals@arb.ca.gov are highly encouraged. However, requests by fax or phone will not be considered. During a case evaluation, CARB staff seek to determine whether or not the Program Administrator's decision comports with CMO terms and conditions and the Implementation Manual. The CARB Project Liaison will provide a written response to the request within 60 calendar days of receipt. Depending upon scope and complexity, some case evaluations can take longer to complete. CARB's decision shall be final and binding.

Note on Duplicate Applications: During Phase 1 Application, if the Program Administrator receives more than one application with the same service model in the same project area, the first qualified application received may be approved for funding and other application(s) may be rejected⁵⁴. For example, if two applications request funds for bikeshare service in the same project area, only the first application may receive fund. The Program Administrator may contact applicants in the event of duplicated applications for further clarification before disqualifying any of the applications.

I. VOUCHER AGREEMENT PROCESS

1. Voucher Award and Mobility Project Voucher Agreement

Lead applicants who are awarded vouchers are deemed Awardees. The Program Administrator will send a Notice of Intent to Award to all Awardees within six weeks after the Phase 2 evaluation process is completed.⁵⁵ Awardees are required to sign and execute the Voucher Agreement with the Program Administrator no more than 180 calendar days from the date of a Notice of Intent to Award.

The Executed Voucher Agreement is an Awardee's signed contract with the Program Administrator to meet program requirements throughout project development and implementation. The Voucher Agreement is subject to material terms related to compliance with the California Environmental Quality Act (CEQA). Further, the Voucher Agreement will prohibit payment of any funds under the agreement should the Program Administrator or CARB find that the applicant cannot meet CEQA requirements described in [Appendix D](#) of this manual. Upon finalization of the Voucher Agreement, the Program Administrator will generate a list of required documentation that the Awardee must complete and provide in order to submit voucher payment requests. **The Voucher Agreement terms are not negotiable, and Awardees must abide by all the requirements in the Voucher Agreement and the CMO Implementation Manual, including all applicable terms and conditions set forth in [Chapter III](#) of this manual.**

⁵⁴ Applications are considered to have the same project area if there is any geographic overlap in the proposed eligible project area. This does not include any area outside the project area where services may operate.

⁵⁵ Depending on the number of applications submitted, it may take a longer period to respond to applicants; however, the goal is to notify applicants as soon as possible.

The Executed Voucher Agreement is the Program Administrator’s promise to pay Awardee for approved costs and project activities according to Awardee’s project scope and budget contingent on meeting all the terms and conditions set forth in this manual and the Voucher Agreement (among other things, on the requirement that the Awardee demonstrates the project is exempt from CEQA). For more details, please see the [Voucher Agreement Template](#) on the CMO website.

2. Supporting Documents Required for the Voucher Agreement Execution

When applicants are approved for voucher awards, they must submit additional supporting documents before the Voucher Agreement can be executed. The Program Administrator will provide the list of required documents for each Awardee prior to signing the Voucher Agreement. These documents include, but may not be limited to:

a. For applicants who are non-profit organizations and public agencies:

- i. **Approved Resolution** or documentation of approval of the project from the governing board that will commit the agency/organization to comply with the requirements of the program; to accept the funds; and to allocate any funding that the Awardee has committed to be part of a project plan upon executing the Voucher Agreement.⁵⁶
- ii. **Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#)** are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator.
- iii. Additional documentation (e.g., permits, fiscal sponsor agreements, sub-contractor agreements) may be required based on applicant type, project approach and service model.

b. For Tribal government applicants (where applicable):

- i. **Approved Resolution** or documentation of approval of the project from the tribal council or tribal chairperson before execution of the Voucher Agreement. A tribal council can refer to the tribal governing body or primary decision-making executive, such as President/Governor, but must be the highest level of leadership within the tribal unit, individually or as a council. For funds awarded to a Federally Recognized Tribe, a fund transfer to the Bureau of Indian Affairs (BIA) may be necessary.
- ii. **BIA Consent:** Federally Recognized Tribal applicants shall obtain Bureau of Indian Affairs consent to the applicant’s execution and recordation (as applicable) of all required documents that are subject to 25 C.F.R. Section 152.34 or 25 C.F.R. Section 162.12, all before execution of the Voucher Agreement.

⁵⁶ If the public agency or non-profit organization does not have a governing board, then a binding written commitment from an authorizing official of the agency/organization will be required to fulfill this requirement.

- iii. **Limited Waiver of Sovereign Immunity:** For applicants that are Federally Recognized Tribes or Federally Recognized Tribal controlled entities, all such applicants shall provide and execute a limited waiver of sovereign immunity agreeing to the personal and subject matter jurisdictions of state court and shall require at a minimum, compliance with state construction standards and regulations. Sovereign immunity waiver language shall be included in the Voucher Agreement and all regulatory and loan or grant agreements, all of which may be accomplished by incorporating by reference a separately executed sovereign immunity waiver instrument. The Program Administrator will provide the template and must be attached to the Resolution and signed by CARB's Executive Officer.
- iv. **Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#)** are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator.

3. Voucher Funding Expiration

Awardees can submit payment requests for approved costs and project activities during the Voucher Agreement Term in accordance with their project milestone schedule and voucher redemption requirements in the Voucher Agreement.

- a. **Extension Request:** If the Awardee experiences unforeseen circumstances that delay a project (such as prolonged infrastructure permitting, underground issues during construction, etc.), Awardee may request to extend the Voucher Agreement Term 90 days beyond the Voucher Agreement Term.
- b. **Operations Launch:** Projects must launch operation of the service model for end-users within 15 months of an official kick-off meeting date. Operations Launch date is the date is when participants first begin using the service(s). If multiple service models are included in the project, then at least one must have been fully launched to start the Operation Period. Awardees must receive a Notice to Launch Services confirmation from the Program Administrator before beginning service operations. The Notice to Launch Services confirmation includes the date of Operations Launch, confirms Awardee has completed relevant orientation meetings (e.g., kick-off meeting, finance training, etc.) and submitted all materials needed for launch. **Awardee must receive the Notice to Launch Services confirmation from the Program Administrator at minimum one week before the Operations Launch Date (before any operations begin).**

J. VOUCHER REDEMPTION REQUIREMENTS

1. Payment Request General Requirements

Voucher payments will be made to Awardees based upon payable tasks/milestones with associated approved costs per the Voucher Agreement's scope of work after Voucher Agreement is executed and all required insurance items are deemed compliant.

Sub-applicants and other contractors and vendors may be eligible for direct payment as “Registered Vendors” but must be approved by the Program Administrator prior to submitting payment requests (See Section [J.3.g](#) for more details).

To receive voucher funding, Awardees must submit a Payment Request Form according to the type of cost incurred ([Payment Request Form](#) will be available on the CMO website).

Awardees may begin to submit payment requests when costs are incurred, and corresponding insurance requirements are met. For example, if the payment request is associated with the vehicle purchase, Awardees must be in compliance with CMO vehicle insurance requirements in order to be reimbursed. Payment request must include detailed documentation of deliverables in accordance with the payable task/milestone schedule per Voucher Agreement terms. Please note that only administrative costs can be paid for work between the voucher execution date and insurance compliance. Examples of administrative activities include but are not limited to time spent on insurance compliance, orientation meetings, and CMEA attendance.

The following supporting documents are required where applicable to demonstrate that costs have been incurred and work/milestone is completed:

- a. **Vehicles:** Payment requests for vehicles, bicycles, scooters, or other micromobility devices must include a purchase invoice or lease agreement, proof of ownership (i.e., copy of vehicle registration or leasing documents), proof of insurance, and vehicle identification number. Awardees must notify the Program Administrator once they have taken possession of all their voucher-funded vehicles. All vehicles must be registered in California and comply with CMO insurance requirements and vehicle eligibility requirements described in this manual. To request payment for vehicle costs, Awardee must submit completed [MPV Capital Cost Reimbursement Form](#), along with supporting documentation. This form will be available on the CMO website. If Awardee requests that payment be assigned directly to the third-party registered vendor (see Section J.3.g for more details), Awardee should work with the Program Administrator to arrange for submitting their proof of vehicle ownership and other required supporting documents in a timely manner.
- b. **Infrastructure:** Payment requests for infrastructure may include equipment costs, labor costs, and fees related to construction and installation. Where applicable, payment requests for infrastructure must include proof of purchase, proof of ownership (i.e., copy of registration documents and photo of installation), site’s location and address, proof of obtained permits and permissions to install infrastructure at the location from the site owner and any other responsible entity (including EVITP requirements and relevant public agency in the case of public right-of-way), and CEQA documents (including the notice of exemption documents and CEQA Worksheet). All infrastructure equipment must comply with infrastructure eligibility requirements described in this manual.

Note: The Voucher Agreement will prohibit payment of any funds under the agreement should the Program Administrator or CARB find that the Awardee cannot meet the CEQA requirement described in Appendix D of this manual. If no permits/permissions are required, a declaration of such must be included.

- c. **Solar PV Infrastructure:** In addition to the documentation for infrastructure stated previously, payment for solar PV installation is also contingent on providing at least one of the following supporting documents:
 1. A copy of the official Permission to Operate (PTO) notification from the local electric utility, AND a signed compliance affidavit that the solar PV system complies with all program regulations or,
 2. Alternatively, if the solar PV system is receiving funding from the Solar on Multifamily Affordable Housing (SOMAH) Program, a copy of the submitted SOMAH Incentive Claim Form (ICF-V1-2019) along with all required attachments and affidavits.
- d. **Other approved activities:** To request payment for other project activities, Awardees must submit completed Payment Request Form, along with supportive documents of completed tasks and deliverables in accordance with their Voucher Agreement terms⁵⁷.
- e. **Updated Project Milestone Schedule:** Awardees may be asked to include an updated Project Milestone Schedule when submitting a payment request only if there are any major changes in project timeline or milestones. The milestone schedule itemizes each approved activity (capital, outreach, operation, voucher administration, etc.) and the date(s) applicant plans to request payment for each during the Voucher Agreement Term. The schedule must include at least one payable milestone (e.g., a single payment) and could include up to 48 milestones (e.g., monthly payments for 4 years). Please see the [Project Milestone Schedule Template](#) on CMO website.
- f. **Timely Submission of Quarterly Status Reports:** Awardees must meet all requirements for project documentation in order to receive payment, including timely submission of Quarterly Status Reports, responses to any outstanding data collection, survey responses and/or other supporting documents required by the Program Administrator, CARB or CEC. Awardees must complete and submit a Quarterly Status Report at least quarterly, including contents and the schedule described in [Section K.1](#).
- g. **Other Supporting documents (if applicable):** Awardees may be required to submit other supportive documents, if necessary, as part of payment requests, including:
 - i. Supportive community input on infrastructure and service that are located outside of the project area.

⁵⁷ Labor cost reimbursement must include verification of pay rates supported by payroll documentation, includes staff hours used and billed along with their hourly rates.

- ii. Vehicle and equipment updated insurance requirements if applicable.
- iii. EVITP certification of electricians installing charging infrastructure.
- iv. Additional documentation may be required based on the project type and location.

2. Compliance with the Voucher Agreement Terms and Conditions

Awardee must attest that the project complies with all program terms and conditions set forth in this manual and the Voucher Agreement. If the owner of vehicle(s) or micromobility devices (Fleet Owner) is different from the Awardee, a Fleet Owner must also agree that they will abide by the terms and conditions of the Voucher Agreement.

The Voucher Agreement and Payment Request Form are legally binding and enforceable agreements to meet the requirements of the program. Awardee is responsible for ensuring the accuracy of the vehicles, micromobility devices, equipment, and all subcontractors' information on the Voucher Agreement and Payment Request Form that are submitted to the Program Administrator. Submission of false information on any of these forms may result in cancellation of the Voucher Agreement and recapturing of funds. In addition, CARB and/or CEC may seek other remedies available by law.

3. Payment Request Timing

- a. **Minimum and maximum number of payments:** Awardees may choose the date and frequency of their payment requests. At minimum, Awardees must submit one payment request confirming to the general requirements above in order to receive payment. Submission of at least one payment request per quarter is recommended. Please note that payment request submittals for eligible activities can be made at any time during the Voucher Agreement Term.
- b. **First payment request:** The first payment request submitted may be for planning, capital (i.e., vehicles or infrastructure) and/or other project activities. The first payment request can only be made after insurance is fully compliant. Requested payments may include administrative activities conducted after voucher execution and before insurance compliance. At the time of the first payment request, Awardees must demonstrate that all applicable documents listed in [Section J.1](#) are submitted and provide any additional supporting documents required by the Program Administrator.
- c. **Payment request(s) 3 months after the voucher execution date:** Awardees that did not include an experienced partner in their application (a team member who has at least one year of experience operating mobility services) must have a contract with an entity listed in the [Clean Mobility Directory](#) (or an entity who meets the minimum qualification criteria to be on the Directory but is not currently listed) within 3 months of the Voucher Agreement execution date.

Awardees cannot request a payment associated with capital costs (vehicles, micromobility devices, and infrastructure) until a mobility operator is under contract. In addition, Awardees may only be paid up to total \$10,000 for any other activities (such as, planning, outreach, and voucher administration) incurred before fulfilling this requirement.

Any payment requests after 3 months of the voucher execution date are contingent upon and will be processed only if the Awardee provides documents that a contract with either a Directory entrant or a mobility operator is in place.

- d. **Payment requests 15 months after the kick-off meeting date (deadline for Operations Launch):** Projects must launch full operations of the mobility service(s) for end-users within 15 months of an official kick-off meeting date. That means within 15 months following the kick-off meeting date, Awardee must notify the Program Administrator that a milestone for the Operations Launch is met by confirming all requirements for Launch are met. A Notice to Launch Services confirmation will be sent from the Program Administrator team at minimum one week before service operations may begin.⁵⁸
- e. **Payment requests after 50 percent of awarded funding is expended:** Before requesting any payment from the second half of awarded voucher funds, applicants must provide an attestation that the project has secured all needed permits, met required milestones, and the community resource contribution documents are current.
- f. **Final payment request:** Awardees can make their final payment request within 30 calendar days after the end of the Voucher Agreement Term. Any unrequested funds remaining at that time will expire and may be reallocated at CARB's discretion.

Note: Awardee may request a deadline extension for an additional 3 months beyond any of the expiration dates mentioned above. The extension request(s) must be submitted to the Program Administrator in writing at least one month prior to the expiration date(s). The Program Administrator will review and approve extension requests on a case-by-case basis.

- g. **Direct payments to third parties:** In order to assist Awardees with managing cash flow, Awardees may request that payments be assigned directly to third-party Registered Vendors. In the event of such payment assignment, the following conditions apply:
 - i. Awardee and the Program Administrator must approve a party to be designated as a "Registered Vendor" in advance of making an associated payment request.
 - ii. To be eligible as a Registered Vendor, the party must be an incorporated business in good standing with the California Secretary of State and not be barred from other CARB or CEC programs.

⁵⁸ A Notification to Launch Services is a confirmation email from the Program Administrator that the Awardee completed and submitted all relevant items for Operations Launch.

- iii. To become a Registered Vendor, the party must complete a registration form agreeing to program terms and conditions. The registration form and other required documents will be available on CMO website.
- iv. To assign a payment to a Registered Vendor, Awardee must submit a completed Third-Party Vendor Payment Assignment Registration Form that indicates which funds should go to the vendor as an assigned payee. Both the Awardee and vendor must sign the form.
- v. Awardee must agree to payment terms with the Registered Vendor directly.
- vi. Program Administrator assumes no risk of fees for late payment and faces no liability for damages or injunctive relief in the event of late payment or other terms with qualified vendors.
- vii. Awardee is responsible for general terms and conditions, duties, and requirements associated with the equipment or other purchase.

4. Project Design and Budget Modifications

After the Voucher Agreement is executed, Awardees may request approval to amend their project design and scope of work or budget on a case-by-case basis. Line-item shifts of up to 25 percent of each expense category (or a milestone for each budget period) may be made by the Awardee during the Voucher Agreement Term with the Program Administrator's approval, 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, Awardee must justify the reason for the amendment. No amendment or variation of the terms of the Voucher Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement is binding on any of the parties.

5. Enforcement of Vouchers

- a. Awardees are responsible for meeting the terms and conditions set forth in the Voucher Agreement and this manual. Vouchers and funds are awarded on the condition of several responsibilities. The Program Administrator may cancel the Voucher Agreement if the Awardee fails to meet the program terms and conditions.
- b. CARB, CEC and the Program Administrator have oversight responsibility for the CMO Program. The Program Administrator acts as CARB's designee. For references to the CEC's oversight, enforcement, audit, and other associated rights throughout this Manual, this only pertains to projects funded partially or wholly by CEC.
- c. CARB, CEC and the Program Administrator reserve the right to conduct site visits, evaluation, review, or an audit of the project over the term of the Voucher Agreement.
- d. CARB and CEC, as intended third-party beneficiaries, reserve the right to enforce the terms of the CMO at any time during the Voucher Agreement term.

- e. Submission of false information on any required documents may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California. CARB, CEC or their designees may recoup the CMO voucher funds which were received based upon misinformation or fraud, or for which the lead applicant or its subcontractors, mobility service provider, or vehicle and equipment purchaser or lessee is in significant or continual non-compliance with this Implementation Manual or State law. If an applicant is found to provide misinformation or fraudulent documents, CARB or its designee reserves the right to forward applicant or Awardee information to the Franchise Tax Board or other appropriate agency. Applicants and Awardees should also be aware that the California False Claims Act permits the Attorney General to bring a civil law enforcement action to recover treble damages and civil penalties against any person who knowingly makes or uses a false statement or document to either obtain money or property from the State or avoid paying or transmitting money or property to the State. CARB also retains the authority to prohibit any entity from participating in CMO Voucher Pilot Program due to non-compliance with project requirements or fraud which includes attempted fraud.

K. REPORTING REQUIREMENTS

Awardees must provide information on project implementation to the Program Administrator on a regular basis, beginning after Voucher Agreement execution throughout the 4 years of service operation. Awardees must also submit an end-of-project Final Report 30 days before project completion (or Voucher Agreement end date, whichever occurs sooner). This section addresses the datasets and reporting mechanisms for satisfying these requirements.

1. Reporting Procedure

- a. **Quarterly Status Reports:** Project data must be reported to the Program Administrator at least quarterly throughout the entire Voucher Agreement Term. Data will be included and/or attached with quarterly status reports. During the Voucher Agreement Term, these reports may be required in order to redeem vouchers and request payments. Quarterly status reports must include the following:
 - i. Description of progress on the project, including expected (or past due) launch date, any realized or expected delays to meet project milestones, and deviations from community outreach plan.
 - ii. Description and documentation of Community Resource Contributions delivered in the previous quarter.
 - iii. Data on vehicles, equipment, travel activity, outreach, and jobs creation as described in [Appendix F](#). Data Collection Requirements.
 - iv. Number and type of any transportation enhancement incentives provided or deployed.

- v. The Program Administrator may require that data be reported in specific formats and will provide templates or other tools in support of these specifications where feasible. The Program Administrator may also accept data directly from the project's mobility service provider when the Awardee grants permission for data to be transmitted directly.
 - vi. Quarterly status reports and all data reporting are due on set dates throughout the Voucher Agreement Term. Awardees should collect data up to 15 days prior to reporting submission date. If the date falls on a weekend, the report is due on the following Monday.⁵⁹
 - vii. A program feedback survey will be issued to support the program evaluation conducted by the Program Administrator. The survey responses will be required as part of project status reporting and will be administered on a frequency determined by the Program Administrator. The survey will cover overall program satisfaction, technical assistance, CMEA, and other program components. See [Appendix F](#), Section F-2.E for sample question topics.
- b. **Final Report:** A Final Report must be received by the Program Administrator 30 calendar days before Voucher Agreement end date, or 30 calendar days prior to project completion date, whichever comes first. The Final Report must have the following information at a minimum:
- i. Overview of the project from inception through project end, including project background, partnerships, and funding sources.
 - ii. Table and narrative of project milestones.
 - iii. Results of initial participant survey and updates, including intake/sign-up survey, post-trip survey and user survey.
 - iv. Changes in participant knowledge of and acceptance of advanced technology clean vehicles.
 - v. Electricity and fuel usage information for project vehicles, chargers and other refueling equipment.
 - vi. Jobs and workforce development.
 - vii. Other co-benefits to the identified disadvantaged, low-income, or tribal community as mutually agreed upon between the Awardee and the Program Administrator.
 - viii. Accounting reports, including expenditure, and supporting documentation.
 - ix. Best practices and lessons learned.

⁵⁹ The first Quarterly Status Report is due after the first full quarter of project activities has been completed. The Program Administrator will notify Awardee of their first reporting period due dates after voucher execution.

- x. Other data required by the Program Administrator, CARB or CEC to estimate GHG emission reductions.

Note: Final Reports may be published on CARB’s and CEC’s websites. The reports should be polished documents that are accessible, readable, and meet ADA requirements consistent with those that are published on CARB, CEC, and affiliate websites. The Program Administrator will provide formatting requirements to all Awardees.

2. Required Datasets

Types of data required for project status reporting to the Program Administrator are detailed in [Appendix F](#). Data Collection Requirements. Required data will vary depending on different phases of the project, as described below.

- a. During the Planning and Construction Period (pre-operation launch), the following subsets of data from Appendix F must be reported where applicable:
 - i. Section F-2.E Community Engagement Survey
 - ii. Section F-3.A Vehicle and Infrastructure Equipment Specifications
 - iii. Section F-3.C Job Creation and Workforce Training
 - iv. Section F-3.D Membership/Participation Data (if sign-ups occur prior to launch)
 - v. Section F-3.E Community Engagement and Outreach
- b. During the Project Operations Period (post-launch), all data points from Appendix F must be reported.

3. User Surveys

Awardees must administer user surveys throughout the Project Operations Period. Surveys must be administered to each project user at the time of the user’s enrollment or first-use of the service. Subsequent to this enrollment survey, at least annually, surveys must be administered to all users. Survey questions provided by the Program Administrator will reflect the requirements in Appendix F and will be worded consistently across all surveys over time.

The Program Administrator will provide all required survey templates. These include intake/sign-up survey, post-trip survey and user survey. While Awardees are encouraged to include customized questions in the user survey based on local goals, the surveys will include a set of questions required by the Program Administrator. The Program Administrator will host the survey on a secure third-party platform. A no-cost license for the platform will be provided to the Awardee.

4. GHG Emissions Quantification

The Program Administrator will calculate an initial estimated GHG emission reduction for each project based on data provided by the lead applicant, using the most updated [quantification](#)

[methodology](#) developed by CARB. Minimum data requirements are found in [Appendix F](#), Section F-1. Any further requirements will be provided to lead applicants after Phase 1 of the application process is completed. The Program Administrator may request GHG emissions data to be submitted during Phase 2 of the application process. Depending on the service model(s) and the transportation components, additional information may be required after the Voucher Agreement is executed to finalize this quantification. **Final submission of GHG emissions quantification data is required before the first Quarterly Status Report or Operations Launch, whichever occurs first.**

CHAPTER II. COMMUNITY TRANSPORTATION NEEDS ASSESSMENT VOUCHER

This chapter contains eligibility criteria and program guidelines specific to the Community Transportation Needs Assessment Voucher (Needs Assessment Voucher or CTNA). The Needs Assessment Voucher is intended to support under-resourced communities in evaluating transportation gaps and identifying mobility challenges, needs, preferences, and priorities of local residents. This voucher award enables applicants to conduct a comprehensive needs assessment and if applicable begin planning and developing a reliable mobility project that help residents overcome these challenges. Needs assessments may address transportation solutions beyond just those that are eligible for CMO Mobility Project Voucher funding.

Meaningful and representative community engagement is crucial to ensuring that residents' feedback in under-resourced communities directly inform transportation planning and guides investments.

A needs assessment project should build capacity in the community by providing education to residents on clean transportation and mobility options, so that residents are fully informed and can play a meaningful role in transportation planning and decision-making in their community. Needs Assessment Awardees must identify community transportation challenges, needs, and priority solutions by directly engaging residents. As appropriate, the educational component should include building awareness of clean transportation opportunities available to residents, such as clean vehicle purchase incentives.

A needs assessment project includes conducting quantitative data analysis, direct community engagement, and presenting results in a report that sets the groundwork for clean transportation investments in a community. Needs assessments should be an iterative process that builds trust and develops relationships between project implementers, local decision-makers, community representatives, and residents. Needs Assessment Awardees can use the information and feedback from their assessment to prepare a Clean Mobility Options project voucher application, or another applicable project or grant application that will benefit their community.

L. APPLICANT ELIGIBILITY

1. Lead Applicant

The lead applicant is defined as the organization to whom the voucher fund will be assigned to and who will enter into an agreement with the Program Administrator. The lead applicant organization will assume responsibility for the administration of voucher funds, managing the project activities, meeting project milestones, and taking an overall lead in coordination among partners to achieve the goals of CMO Voucher Pilot Program. The lead applicant may partner with other organizations to apply for a Needs Assessment Voucher. If an application is awarded, the lead applicant will be the primary voucher recipient (Awardee) responsible for project performance. The lead applicant must be either a public agency, non-profit organization, or Tribal government consistent with the criteria below:

- a. Non-profit organization that qualifies for tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 and are also tax-exempt under California state law, consistent with the following requirements:
 - i. The non-profit organization must have been incorporated for at least one year prior to the time of application submittal.
 - ii. Non-profit organizations must at all times be registered and in active/good standing with the California Secretary of State.⁶⁰
 - iii. The organization must be based in California or have at least one full-time staff person based primarily in California.
 - iv. If the entity is an unincorporated non-profit or is not registered at the time of application submittal, they must utilize a fiscal sponsor to serve as a lead applicant and conduct financial management and administrative functions for them on their behalf. The fiscal sponsor must be tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law, and also registered and in active/good standing with the California Secretary of State.
- b. Tribal governments, including all Federally Recognized Tribes in California listed on the most recent notice of the Federal Register, and other non-federally recognized California tribal governments, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.
- c. Federal, State, or local government entities based in California, including but not limited to, City, County, Metropolitan Planning Organization, Council of Government, Joint

⁶⁰ Certain non-profits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

Powers Authority, local or regional transit agency, local Air Quality Management District or Air Pollution Control District, and public school District.

- i. Local special purpose districts such as school districts or library districts can apply independently of the city or county with which they are associated.
- ii. Individual departments within an agency (such as a City Transportation Department), or individual facilities within a special purpose district (such as a library or school), can participate with their governing agency or district as the lead applicant. They are not considered distinct applicants from their governing body.

Please note that each lead applicant may only submit **one application** for the Needs Assessment Voucher during each application window, except when the project area is in an unincorporated community, where no city government represents the project area (please note that for the purposes of this program, tribal land is not considered an unincorporated community). In this instance, eligible lead applicants may submit up to three applications only when all proposed project areas are entirely within unincorporated County jurisdiction.

The lead applicant may participate as a sub-applicant in other applications.

2. Sub-Applicant

Sub-applicants are project partners who are sub-contracted by the lead applicant organization for specific purposes and/or services. They enter into a partnership with the lead applicant and other eligible organizations to apply for the Needs Assessment Voucher funding. Sub-applicants may include but are not limited to organizations that provide community outreach services, transportation planning, technical assistance, and data analytics. Sub-applicants may be public, private, tribal governments, or non-profit organizations.

- a. All sub-applicants must provide a letter of commitment to express their support and commitment to the lead applicant and for the proposed project. This letter must include the sub-applicant specific roles and responsibilities the sub-applicant will be providing in the project.
- b. A single entity may participate as a sub-applicant in multiple applications.
- c. All non-profit and private organizations must be registered and in active/good standing with the California Secretary of State at the time of application submittal. If the entity is an unincorporated non-profit, they must have a contract with a fiscal sponsor who is tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law and also registered and in active/good standing with the California Secretary of State to perform financial management and administrative functions for them on their behalf.

M. PROJECT AREA ELIGIBILITY

Eligible project areas for the Needs Assessment Voucher are identical to those eligible for the Mobility Project Voucher. Eligible project areas are within at least one of the following geographies:⁶¹

1. [SB 535 Disadvantaged Communities](#).
2. [AB 1550 Low-income Communities and Low-income households](#).
3. Tribal lands, only when within SB 535 Disadvantaged Communities or AB 1550 Low-income Communities. For the purposes of this program, “tribal lands” include any property owned by a Tribal Government or California Native American tribal authority and is not limited to Federally Recognized reservations.⁶²

The interactive map indicating eligible project areas is available on the CMO website at <https://cleanmobilityoptions.org/project-area-mapping-tool/>.

Note on Duplicated Applications: Only one Needs Assessment Voucher will be awarded for a single project area and target community/audience. If multiple lead applicants submit needs assessment voucher applications for the same project area and the same target community/audience, only the first eligible application received may be approved for a needs assessment voucher award.

N. ALLOWABLE VOUCHER FUNDS

Needs Assessment Vouchers will be awarded in the amount of up to \$100,000. Awardee will be paid for all approved activities after the Voucher Agreement is executed. The list of eligible costs and project activities is included in [Section P](#) of this manual.

O. NEEDS ASSESSMENT ELIGIBLE METHODOLOGY

To be eligible for CTNA voucher award, the community transportation needs assessment must be consistent with the methodology described below. Sections O.1 through O.3 are required elements and Section O.4 is an optional element that may also be supported with voucher funds. The order below does not indicate a recommended process; the methodology developed should best suit the Awardee’s team and project area.

1. Transportation Access Data Analysis

This analysis is intended to identify and improve the understanding of travel behavior and gaps in transportation access within the project area. The analysis must include:

⁶¹ The geographic area(s) selected as the project area does not need to be a single contiguous area. If non-contiguous the project area selected must still comply with the above criteria.

⁶² All federally recognized lands included in the American Indian Areas Related National Geodatabase were designated as SB 535 Disadvantaged communities based on the May 2022 report found [here](#). A tribe can establish that a particular area of land is under its control (even if not represented as such on CalEPA’s DAC map) by requesting a consultation with the CalEPA Deputy Secretary for Environmental Justice, Tribal Affairs and Border Relations at TribalAffairs@calepa.ca.gov.

- i. at least one survey of residents, and
- ii. at least three additional data sources, which can include but are not limited to the **accessibility indicators** from the list below.

Surveys may be administered through in-person interviews, paper or online questionnaires, and options must be provided for residents that do not have access to a computer or the internet. The Program Administrator will provide survey templates. Awardees are encouraged to use the survey platform provided by the Program Administrator to support technical assistance with survey development but will be given the option to use a platform of their choice to administer the surveys. It is recommended that outreach and educational activities occur in conjunction or before survey deployment. This can include activities listed in Section P, fact sheets that detail different service models, or other appropriate materials relevant to the community.

Accessibility indicators may include, but are not limited to the following:

- a. U.S. EPA Walkability Index⁶³
- b. Vehicle ownership per household⁶⁴
- c. Cost of existing transit and average cost per week for fueling car⁶⁵
- d. Median household income⁶⁶
- e. Access to job opportunities⁶⁷
- f. Existing shared clean mobility projects in the community (e.g., bikeshare, electric shuttle or buses, electric carshare, etc.); existing public transit stops; and/or existing bikeways or designated bike routes.

The Transportation Access Data survey and indicator analysis should include a clear understanding of how the accessibility indicators impact the community and how the findings from the accessibility indicators connect to survey responses provided by the community to uncover the community's mobility challenges.

There is more information on how to access and use transportation access indicators on the CMO website at www.cleanmobilityoptions.org/project-development-tools/.

Note: The Program Administrator recognizes the need for flexibility in data analysis, data sources and survey questions due to the lack of quality publicly available data and varying local conditions. The survey templates provided are not a strict list of required questions and can be modified to best suit the local community's needs. Additionally, the available U.S. Census data

⁶³ Walkability Index (MapServer): <https://geodata.epa.gov/arcgis/rest/services/OA/WalkabilityIndex/MapServer>

⁶⁴ 2016-2020 American Community Survey 5-Year Estimates: <https://data.census.gov/cedsci/table?q=United%20States>

⁶⁵ Average fueling cost: <https://gasprices.aaa.com/?state=CA>

⁶⁶ 2016-2020 American Community Survey 5-Year Estimates:

<https://data.census.gov/cedsci/table?q=median%20household%20income&t=Income%20%28Households,%20Families,%20Individuals%29%3AHousehold%20and%20Family&tid=ACSST5Y2020.S1901>

⁶⁷ Longitudinal Employer-Household Dynamics Data: <https://lehd.ces.census.gov/data/>

and other accessibility indicators needed to complete a Transportation Access Data Analysis may not accurately reflect all communities. If these conditions exist, please contact the Program Administrator for additional guidance.

2. Community Engagement to Determine Transportation Gaps, Needs, and Preferences

In addition to the survey and transportation access data indicator analysis, Awardees must conduct meaningful, broad-based, and representative community engagement to understand community perspectives on transportation needs and preferences for mobility solutions, and to build trust in the community.

Community engagement activities are intended to educate residents about zero-emission transportation options including electric vehicles and prepare residents to be able to share their input on preferred service models. Community members must be fully informed when discussing and prioritizing potential solutions to meet their transportation needs. For example, educational outreach and associated materials should be provided simultaneously or before soliciting feedback on service models. The activities listed below can act as forums to support community feedback and input and other materials shared with the community. Information should also be provided on existing CARB programs including the Clean Mobility Voucher Pilot Program, Access Clean California project, Clean Cars 4 All, the Clean Vehicle Rebate Program, and Financing Assistance for Lower-Income Consumers (See [CARB's website](#) for more details).

When designing community engagement include a clear discussion of community context and history of transportation inequities. Consider designing educational materials regarding clean mobility options relevant to the community context and focus on where direct input is sought to support community members providing informed responses. When compiling the feedback and input provided by community members and representative organizations, include strategies to address the following questions in the final report:

- a. How are the community's existing transportation system(s) structured and what options being currently available? Who has access to the current options?
- b. What is the transportation planning process like in the community? Who is/are the lead entities and who has been traditionally involved or excluded from transportation planning?
- c. What populations in the community are underrepresented?
- d. What are community perspectives on transportation needs, preferences, and input on potential mobility solutions?

Strategies deployed must satisfy the project eligibility criteria for meaningful community engagement described above. Voucher Awardees must conduct a minimum of two of the following types of engagement, in addition to the analysis or activities conducted for the Transportation Data Access Analysis discussed above in Section O.1. The list below provides approved types of engagement. However, the Program Administrator recognizes the need for

flexibility in engagement due to localized cultural conditions. Other types of engagement can be approved on a case-by-case basis by the Program Administrator.

- a. Community Forum(s)
- b. Public Workshop(s) or Meeting(s)
- c. Webinar(s) or other accessible virtual platforms
- d. Focus Groups (multiple)
- e. House Meetings (multiple)
- f. Interactive website and/or social media
- g. Surveys⁶⁸ (digital/online questionnaire, in-person, paper survey)
- h. Outreach to existing community groups (multiple)
- i. Interviews with multiple residents and/or door-to-door or one-on-one interaction

Keep in mind when designing and deploying the community engagement approach applicants must show how community engagement strategies will be clear, accessible, representative of the community and follow a transparent process. Applicants must incorporate the following principles, as applicable:

- a. Clarity: Clear communication about the purpose of the engagement and transportation needs assessment and the community's role in mobility project planning.
- b. Accessibility: Accessible times and locations of events, meetings, and gatherings (e.g., meetings conducted in the evening; meeting location is close to a transit stop or transportation is provided; meeting location is neutral). Information is accessible (e.g., interpretation and translation services, production of multi-lingual materials and/or media). Please note that creative and accessible virtual engagements are encouraged due to special circumstances when in-person interactions are limited.
- c. Representative outreach: Activities reach a broad and representative subset of the community, including those not typically served well by existing public feedback processes; CBOs and community groups are engaged to expand outreach and compensated for their time.
- d. Transparency: Notice of engagement activity is provided well in advance through multiple relevant communication avenues (e.g. utility bills, community center postings, etc.); notes are taken by designated members of the community and voucher Awardee teams to reflect multiple perspectives; notes and materials are provided to attendees and the public (and translated in other languages if necessary); follow-ups are planned,

⁶⁸ Applicants cannot use the same resident survey conducted for the transportation access data analysis to fulfill the requirement for a minimum of two community engagement types.

communicated, and conducted with clear indication of the intended purpose and a focus on solutions.

3. Final Report - Linking Mobility Needs and Solutions

Awardees must provide a final report summarizing findings from the transportation access data analysis and the community engagement effort. Outcomes must focus on how the findings from all analyses and community engagement efforts reinforce or contradict one another, and what mobility solutions emerged as the highest community priority. The report should also include considerations for ongoing community engagement and how the results will be reported back to the community and presented to local decision-makers (for example, presenting the results to community participants either for one final opportunity for input; concluding the Transportation Needs Assessment process and recognizing all parties who were involved and how their feedback shaped the overall assessment; a plan for ongoing engagement through project design and development phases). Please see Section U, Reporting Requirements for more details.

4. Clean Mobility Options Project Preparation and Design (Optional)

Community Transportation Needs Assessment voucher funds may be used to begin formulating a clean mobility project (based on the needs assessment findings) that could be funded through a CMO Project Voucher or other applicable programs, including other state programs aiming to increase access to clean transportation and reduce GHG emissions in California's disadvantaged and low-income communities. If the applicant intends to conduct project preparation and design activities, these activities must be included in the budget as part of the application. Adequate funds must be allocated to conduct the Community Transportation Needs Assessment activities in Sections O.1 through O.3. Throughout the Needs Assessment Voucher term, the Awardee must be able to show that project preparation and design activities have a direct connection to interim and/or final findings of the needs assessment.

Below are some example activities that may be used to conduct the project preparation part of the needs assessment:

- a. Community meetings to prioritize or choose specific mobility solutions.
- b. Identify and evaluate sites.
- c. Identify project partners.
- d. Evaluate the feasibility of different types of infrastructure (e.g., assessment of the current grid capacity, load studies and connectivity for EV chargers).
- e. Develop a budget and possible funding sources.
- f. Begin working on CMO Clean Mobility Project Voucher application (or application for a different applicable program supporting transportation options in the Project Area).

P. ELIGIBLE PROJECT COSTS AND PAYABLE ACTIVITIES

This section includes the list of project activities that are eligible for funding under the Needs Assessment Voucher. Project activities are only eligible for payment if they have been commenced *after* the voucher execution date (when all responsible parties sign the Voucher Agreement) and all applicable insurance requirements have been met. Eligible activities for the Transportation Needs Assessment Voucher may include:

- a. Procurement of facilities, materials, and services for implementing community events, including but not limited to supplies, venue space, A/V equipment, translation services, transportation stipends, design and printing of marketing materials, and other necessities.
- b. Data gathering and analysis, event planning, and other key activities.
- c. Submission of payment request forms and supporting documents.
- d. Participating in the Clean Mobility Options Equity Alliance (CMEA) events and meetings for capacity building and sharing information with other clean mobility awardees and participants.⁶⁹
- e. Developing presentations and participating in meetings with the Program Administrator, project partners, CARB and other officials.
- f. License or subscription fees for online event and survey tools.
- g. Compliance with insurance requirements.
- h. Provision of incentives for community member participation.
- i. Execution of community-based organization subcontracts.
- j. Consultant subcontracts.
- k. Language translation services subcontracts.
- l. Vehicle rental or other education on clean vehicle technology.
- m. Project preparation and design.
- n. Other necessary activities as approved by the Program Administrator.

Note: Costs for food, alcoholic beverages and childcare are not payable.

Q. NEEDS ASSESSMENT VOUCHER APPLICATION REQUIREMENTS

This section describes the required information and documents that applicants need to provide and submit with their application. The online application can be accessed on the CMO website <https://cleanmobilityoptions.org/na-application/>. A hard copy of the Community Transportation Needs Assessment Voucher Application can be downloaded from the CMO

⁶⁹ Please note that participation in the CMEA events is mandatory and should be considered in your budget.

website. Please see [Appendix B](#) for an overview of the Needs Assessment Voucher application material.

1. **Project Team Profile:** Description of project team members including lead applicant and sub-applicant(s) organizations and individual team members with roles, responsibilities, and relationships. Disclosure of any required public process for approval including who has authority to approve, process for approval, and anticipated approval timelines. Must include:
 - a. Description of team’s qualifications to conduct the needs assessment, such as history of local engagement and trust-building, key areas of expertise, organizational understandings of equity, or concrete examples of applicant representing or advocating in and for their community.
 - b. The connection of project team organizations to the targeted population and ties to grassroots/community-based organizations rooted in this community's culture(s) and language(s).
2. **Project Narrative and Proposed Approach:** Applicant must demonstrate an understanding of the community landscape in relation to transportation prior to being awarded. The narrative must provide:
 - a. Explanation of why a transportation needs assessment is needed, including history of environmental and social/economic challenges, areas of investment/disinvestment, and populations that have historically been underrepresented in community or transportation planning.
 - b. Summary of existing regional or community-level transportation needs assessment efforts and identify any gaps that this needs assessment voucher will fill.
 - c. Description of potential transportation gaps and solutions that the needs assessment will address (such as certain types of trips residents may not be able to make, or certain types of mobility services residents may prefer or already be using in some capacity).
 - d. Applicant must also describe the timeline and plan for the activities that will be conducted to satisfy the required elements of the transportation needs assessment methodology, as well as optional elements (if applicable). The approach must include timeline and plan for the following elements:
 - i. Transportation Access Data Analysis: Description of proposed survey administration and data indicator approach.
 - ii. Community Engagement Plan: Description of plans to engage with the community to conduct a needs assessment, including residents, businesses, or other stakeholders who may benefit or be affected by a new clean mobility

service in the community. Detailed description of the two minimum required community engagement types (at minimum, the description must include locations, intended audience, and plans for notifying residents about events, meetings, or gatherings).

- iii. Final Report: Description of timing and process for developing the Final Report and plans for how the information will be communicated to the community and presented to local decision-makers.
 - iv. Clean Mobility Options Project Preparation and Design (optional).
3. **Project Area Profile:** Description of residents' geographical boundaries and basic demographics (through written and/or visual means by attaching a map). If applicable, identify the disadvantaged and low-income communities by address, census tracts, or tribal land designation.
 4. **Proposed Budget:** Description of all project activities with estimated costs during the 12-month Voucher Agreement Term, itemized by project activities/tasks. In order to meet the minimum eligibility criteria, the applicant must provide a clear, concise, and reasonable project budget that lists all payable tasks/milestones and source of those funds in a logical sequence that leads to on-time completion of the project in accordance with the sample budget worksheet found on CMO website. This budget sheet will become the basis for future payment requests.
 5. **Letters of Commitment or Support and other Supporting Documentation (where applicable):**
 - a. If the lead applicant is a non-profit organization, they must submit:
 - i. Evidence of their tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 (**Copy of the IRS Determination Letter**) and their tax-exempt status under California State law (**Copy of Exemption Letter from State of California Franchise Tax Board**).
 - ii. Evidence of at least one-year incorporation from the time of voucher application submission (**Copy of Articles of Incorporation**)⁷⁰.
 - iii. Evidence of being registered and in active and good standing with the California Secretary of State (**Copy of Statement of Information and Certificate of Status**).
 - b. All sub-applicants and project partners must provide a letter of commitment to express their support and commitment to the lead applicant and the proposed

⁷⁰ Non-profit organizations who are initially formed in another state but have been operating in CA for at least a year should include the California Registration as Out-of-State Corporation - Non-Profit in addition to the Articles of Incorporation from the state where the organization was formed.

project. This letter must include the sub-applicant's specific roles and responsibilities in the project. Sample letters are available on CMO website.

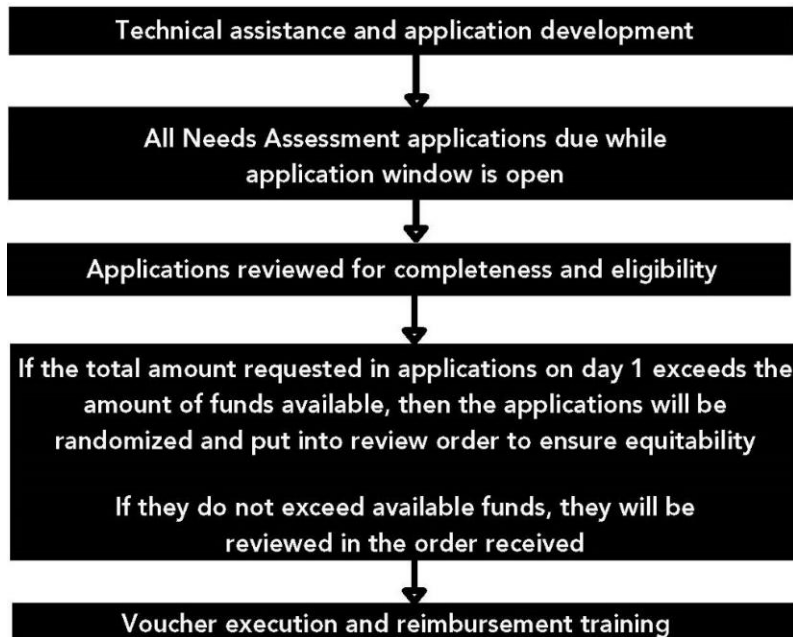
- c. If the lead applicant is not a CBO, a letter of support from a project-related CBO or local community group is required.⁷¹ This letter should explain how the CBO meets the minimum definition criteria listed below and demonstrates their support for the project. A project-related organization or group represents community members that will be impacted by the project or has a service background related to the type of project. Please note that tribal applicants are exempt from this requirement. For the purposes of this program, CBO or local community group must meet a minimum of two of the following requirements:
 - i. The organization is place-based, with an explicit geographic focus area that includes the proposed Project Area.
 - ii. Staff members, volunteers, or Board members reside in the community where the project is located.
 - iii. The organization has a demonstrated track record of at least one year of providing services in the proposed Project Area.

R. APPLICATION SUBMITTAL AND EVALUATION PROCESS

Figure 2 (next page) demonstrates an evaluation process for the Needs Assessment Voucher applications.

⁷¹ Public agencies are not considered CBOs.

Figure 2: Application and Voucher Process (Needs Assessment Voucher)



- a. Applications will be accepted starting at 9:00 am Pacific Time on a date to be announced and posted on the CMO website at www.cleanmobilityoptions.org. Applications that meet minimum eligibility that meet the minimum criteria will be deemed qualified. Qualified applications will be approved (e.g., awarded a voucher) on a first-come, first-served basis, pending availability of funds.
- b. If funds requested on the first day (11:59pm PT by the same on the opening day) exceed funds available, the processing sequence for all applications submitted on the first day will be randomized and reviewed in the new randomized order to ensure equitability⁷². As a result, the final review order for evaluating applications will consist of all applications received on the first day in randomized order followed by timestamped applications received after the first day. Qualified applications will then be approved based on the final review order, pending availability of funds⁷³.
- c. Applicants are highly encouraged to submit applications using the secure CMO online portal www.cleanmobilityoptions.org/application or by mail to the address below.
 - i. Applicants may mail their application and supporting documentation to the Clean Mobility Options, address: CALSTART, 48 South Chester Avenue, Pasadena CA 91106.

⁷² Randomization is achieved using a trusted method from Random.org.

⁷³ After funding is exhausted, unawarded qualified applications may be prioritized for future funding opportunities. However, the applicant understands and agrees that there is no guarantee that any additional funding opportunities will be available, and that CARB cannot provide assurance of future program funding.

- ii. If mailed, submittal date will be determined by U.S. mail postmark. For security purposes, supporting documents that are sent on removable media (flash drives, CDs, DVDs, etc.) will not be accepted.
 - iii. Applicants may also email their application form and supporting documentation to application@cleanmobilityoptions.org.
- d. Applications submitted through CMO online portal will instantly receive an automatic confirmation email. The Program Administrator will notify all other applicants who have not submitted through the online portal via email that their submission has been received within five calendar days of receipt. The Program Administrator will aim to notify applicants on the status of their application within 8 weeks.⁷⁴ CARB may extend the submission period at its sole discretion.
- e. Timestamps are recorded in the following manner:
 - i. Online application submission: applications submitted via CMO online application portal will be timestamped at the time of submission and confirmed with the confirmation email to the submitter and a copy to application@cleanmobilityoptions.org
 - ii. Submission by mail: applications submitted by mail will be time stamped according to the postmarked date and time. Applicants may submit a copy of their postage submission receipt and make the request in writing that their receipt serves as the postmark date and time.
 - iii. Email submission: applications submitted by email will be time stamped at time of receipt at the application@cleanmobilityoptions.org address and confirmed with a confirmation email to the applicant five calendar days of receipt. <mailto:application@cleanmobilityoptions.org>

Note: Applications received before the date and time of submission window opening will not be accepted. The CMO online portal allows the applicant to save progress while completing an application, return to complete at the later time, and share the application among team members. Applicants will need to manually submit applications on the date and time announced. The “submit” function will be enabled once the application window opens.

- f. During the application screening period, the Program Administrator may ask applicants to make minor corrections or clarifications (such as, clerical errors, miscalculations, missing signatures) if needed without losing their recorded timestamp or placing order. All eligible applicants must submit their clarification documents or modified application within 5 calendar days of receipt of their notification.

⁷⁴ Depending on the number of applications submitted, it may take longer to respond to applicants; however, the goal is to notify applicants as soon as possible.

- g. If the Program Administrator determines, at its discretion, that a clarification requires CARB review, CARB may ask the applicant for additional information, in which case the time given for clarification will be the same as described above.
- h. Set-aside funding for Tribal Governments: There is a set-aside fund for eligible tribal governments applicants. After application screening is complete, if unused funding remains in this particular allocation, it may be reallocated to either funding eligible needs assessment projects from tribal applicants or eligible mobility projects from non-tribal applicants. If there is still an unused amount after that, it will be returned to the general pool of funds for subsequent windows. Please visit www.cleanmobilityoptions.org for current available funding amount for CMO.
- i. Ineligible Applications: Applications that do not meet minimum eligibility criteria will be rejected. The Program Administrator will aim to notify ineligible applicants within a month after the review process is completed. Rejected applications may be revised and resubmitted within the same submission window; however, their initial recorded timestamps will no longer be valid. The Program Administrator may provide feedback and guidance to rejected applicants regarding how to improve the quality of their applications to meet the eligibility criteria.
- j. Application Withdrawal During Screening Period: In the event that an applicant wishes to remove their application from consideration during the application screening period, the applicant must submit a written request to withdraw their application to the Program Administrator and submit it to application@cleanmobilityoptions.org.

S. VOUCHER AGREEMENT PROCESS

1. Voucher Award and Needs Assessment Voucher Agreement

Lead applicants who are awarded vouchers are deemed Awardees. The Program Administrator will send a Notice of Intent to Award to all Awardees within six weeks after the evaluation process is completed.⁷⁵ Awardees are required to sign and execute the Voucher Agreement with the Program Administrator, no more than 180 calendar days from the date of a Notice of Intent to Award.

The Executed Voucher Agreement is an Awardee's signed contract with the Program Administrator to meet program requirements throughout project development and implementation. Upon finalization of the Voucher Agreement, the Program Administrator will generate a list of required documentation that the Awardee must complete and provide in order to submit voucher redemption requests (see [Section T](#) for more details). **The Voucher Agreement terms are not negotiable, Awardees must abide by all the requirements in the**

⁷⁵ Depending on the number of applications submitted, it may take longer period to respond to applicants; however, the goal is to notify applicants about their status as soon as possible.

Voucher Agreement and the CMO Implementation Manual, including all applicable terms and conditions set forth in [Chapter III](#) of this manual.

The Executed Voucher Agreement is the Program Administrator's promise to pay the Awardee for approved costs and project activities according to Awardee's scope of work and budget contingent on meeting all the terms and conditions set forth in this manual and the Voucher Agreement. A sample executed voucher agreement will be available on the CMO website.

2. Supporting Documents Required for the Voucher Agreement Execution

When applicants are approved for voucher awards, they must submit additional supporting documents before the Voucher Agreement can be executed. The Program Administrator will provide the list of required documents for each Awardee prior to signing the Voucher Agreement. The documents include, but may not be limited to:

a. For applicants who are non-profit organizations and public agencies:

- i. **Project Milestone Schedule:** This provides an estimated timeline for the life of the needs assessment project, including all project activities and interim steps needed to implement the project. The schedule should include milestones for the community engagement events, data collection, data analysis, and reporting of assessment's result. Applicants may submit an updated project milestone schedule 1 month after voucher execution.⁷⁶
- ii. **Approved Resolution** or documentation of approval of the project from the governing board that will commit the agency/organization to comply with the requirements of the program; to accept the funds; and to allocate any funding that the Awardee has committed to be part of a project application upon execution of the Voucher Agreement.⁷⁷
- iii. **Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#)** are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator. These terms are not negotiable, Awardees and their sub-contractors must have read and understood these requirements before applying for the voucher funds.

b. For Tribal government applicants (where applicable):

- i. **Project Milestone Schedule:** This provides an estimated timeline for the life of the needs assessment project, including all project activities and interim steps needed to implement the project. The schedule should include milestones for the data

⁷⁶ The Program Administrator may ask Awardee to submit an updated Project Milestone Schedule regularly with their payment requests and anytime if major changes occur to the project milestones and projected timeline.

⁷⁷ If the public agency or non-profit organization does not have a governing board, then a binding written commitment from an authorizing official of the agency/organization will be required to fulfill this requirement.

collection, data analysis, and reporting of assessment's result. Applicants may submit an updated project milestone schedule 1 month after voucher execution.

- ii. **Approved Resolution** or documentation of approval of the project from the tribal council or tribal chairperson before execution of the Voucher Agreement. A tribal council can refer to the tribal governing body or primary decision-making executive, such as President/Governor, but must be the highest level of leadership within the tribal unit, individually or as a council. For funds awarded to a Federally Recognized Tribe, a fund transfer to the BIA may be necessary.
- ii. **BIA Consent:** Federally Recognized Tribal applicants shall obtain Bureau of Indian Affairs consent to the applicant's execution and recordation (as applicable) of all required documents that are subject to 25 C.F.R. Section 152.34 or 25 C.F.R. Section 162.12, all before execution of the Voucher Agreement.
- iii. **Limited Waiver of Sovereign Immunity:** For applicants that are Federally Recognized Tribes or Federally Recognized Tribal controlled entities, all such applicants shall provide and execute a limited waiver of sovereign immunity agreeing to the personal and subject matter jurisdictions of state court and shall require at a minimum, compliance with state construction standards and regulations. Sovereign immunity waiver language shall be included in the Voucher Agreement and all regulatory and loan or grant agreements, all of which may be accomplished by incorporating by reference a separately executed sovereign immunity waiver instrument. The template will be provided by the Program Administrator and must be attached to the Resolution and sign by CARB's executive officer.
- iv. **Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#)** are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator.

3. Voucher Agreement Term

The Voucher Agreement Term is **12 months** from the date that the Voucher Agreement is fully executed. This means the Awardee has up to 12 months from the Voucher Agreement execution date to complete the needs assessment project and request payment for all eligible project costs.

T. VOUCHER REDEMPTION REQUIREMENTS

1. Payment Request General Requirements

Voucher payment will be made to Awardees based upon payable tasks/milestones per the scope of work after the Voucher Agreement is executed, and insurance is deemed compliant.

Payment requests may be submitted on a recurring basis, but no more than one payment request can be submitted per month and at least one payment per quarter is recommended.

To redeem voucher funding, Awardees must submit a Payment Request Form according to the type of cost incurred (Payment Request Form will be available on the CMO website).

Awardees may begin to submit payment requests once insurance is fully compliant for work completed and incurred costs by providing detailed documentation of completed tasks and deliverables in accordance with the payable task/milestone schedule per Voucher Agreement terms. Please note that only administrative activities can be paid for activities between the voucher execution date and insurance compliance. Examples of administrative activities include but are not limited to time spent on insurance compliance, orientation meetings, and CMEA attendance.

Awardees must meet all requirements for project documentation in order to receive payments, including timely submission of Bi-annual Status Report, responses to any outstanding data collection or survey responses and/or other supporting documents as required by the Program Administrator or CARB.

2. Payment Request Timing

- a. **Minimum and maximum number of payments:** Awardees may choose the date and frequency of their payment requests. At minimum, Awardees must submit at least one payment request conforming to the general requirements above in order to receive payment. Submission of at least one payment per quarter is recommended. If desired, Awardees may provide one single request for the entire voucher amount. At maximum, Awardees may submit payment requests monthly or 12 times over a 12-month Voucher Agreement period.

- b. **Payments for planning and project development activities:** If Awardees are able to sufficiently complete the three required elements of transportation needs assessments with a budget under \$100,000, they may also elect to use needs assessment funds for project design activities associated with a CMO Mobility Project Voucher application or another project or grant opportunity, if applicable.

Project planning and design activities may be conducted concurrently with needs assessment activities, provided that the applicant can demonstrate that the project has a direct connection to interim and/or final findings from the needs assessment. If requested, the Awardee must provide the Program Administrator or CARB a briefing on their needs assessment progress prior to receiving payment for planning and project development activities.

- c. **Final payment request:** Awardees must make their final payment request within 30 calendar days after the end of the Voucher Agreement Term. Any unrequested funds remaining at that time will expire. Voucher funds that are not redeemed according to their respective expiration deadlines will be considered expired and funds will be reassigned at CARB's discretion.

- d. **Extension Requests:** Voucher funds for transportation needs assessment projects must be redeemed within 12 months of the Voucher Agreement execution date. If the Awardee experiences unforeseen circumstances that delay a project (e.g., unpredictable venue cancellation that has caused significant delay to the community events) Awardee may request a renewal to extend the voucher term 3 months beyond the expiration date. This request must be submitted to the Program Administrator one month prior to the voucher expiration date. The Program Administrator may approve or decline extension requests on a case-by-case basis.
- e. **Direct payments to third parties:** In order to assist Awardees with managing cash flow, Awardees may request that payments be assigned directly to third-party Registered Vendors. In the event of such payment assignment, the following conditions apply:
 - i. Awardee and the Program Administrator must approve a party to be designated as a “Registered Vendor” in advance of making an associated payment request.
 - ii. To be eligible as a Registered Vendor, the party must be an incorporated business in good standing with the California Secretary of State and not be barred from other CARB or CEC programs.
 - iii. To become a Registered Vendor, the party must complete a registration form agreeing to program terms and conditions. The registration form and other required documents will be available on CMO website.
 - iv. To assign a payment to a Registered Vendor, Awardee must submit a completed Third-Party Vendor Payment Assignment Registration Form that indicates which funds should go to the vendor as an assigned payee. Both the Awardee and vendor must sign the form.
 - v. Awardee must agree to payment terms with the Registered Vendor directly.
 - vi. Program Administrator assumes no risk of fees for late payment and faces no liability for damages or injunctive relief in the event of late payment or other terms with qualified vendors.
 - vii. Awardee is responsible for general terms and conditions, duties, and requirements associated with the equipment or other purchase.

3. Budget Revisions and Amendments

After the Voucher Agreement is executed, Awardees may request approval to amend their project design or budget on a case-by-case basis. Line-item shifts of up to 25 percent of each expense category may be made by the Awardee during the Voucher Agreement Term with the Program Administrator's approval, 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, applicants must justify the reason for the amendment. No amendment or variation of the

terms of the Voucher Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement is binding on any of the parties.

4. Enforcement of Vouchers

- a. Awardees are responsible for meeting the terms and conditions set forth in the Voucher Agreement and this manual. Voucher funds are awarded on the condition of several responsibilities. The Program Administrator may cancel the Voucher Agreement if the Awardee fails to meet terms and conditions set forth in the Voucher Agreement or this manual.
- b. Submission of false information on any required documents may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California. CARB or its designee may recoup the CMO voucher funds which were received based upon misinformation or fraud, or for which the lead applicant or its subcontractor is in significant or continual non-compliance with this Implementation Manual or State law. If an applicant is found to provide misinformation or fraudulent documents, CARB or its designee reserves the right to forward applicant or Awardee information to the Franchise Tax Board or other appropriate agency. Applicants and Awardees should also be aware that the California False Claims Act permits the Attorney General to bring a civil law enforcement action to recover treble damages and civil penalties against any person who knowingly makes or uses a false statement or document to either obtain money or property from the State or avoid paying or transmitting money or property to the State. CARB also retains the authority to prohibit any entity from participating in CMO Voucher Pilot Program due to non-compliance with project requirements or fraud which includes attempted fraud.
- c. Applicants whose applications have been denied by the Program Administrator may request a case evaluation within 10 calendar days of the date that application was denied. A formal letter requesting a case evaluation must be postmarked within 10 calendar days from the date that the application was denied. See Section K.6 for more information.

U. REPORTING REQUIREMENTS

Awardees must provide information on project implementation to the Program Administrator on a regular basis, beginning after Voucher Agreement execution throughout the 12-months Voucher Agreement Term. Awardees must also submit an end-of-project Final Report 30 days before project completion (or Voucher Agreement end date, whichever occurs sooner). This section addresses the reporting mechanisms and datasets for satisfying these requirements.

1. Bi-Annual Status Report

Awardees must complete and submit at least one bi-annual status report every six-months during the Voucher Agreement Term. The status report must include the following:

- a. Description of progress on the needs assessment, including achieved milestones, any realized or expected delays to meet project milestones, and deviations from plans for data analysis or community engagement.
- b. Required Datasets: Types of data required for project status reporting to the Program Administrator are detailed in [Appendix F](#). Data Collection Requirements.
 - i. The following subsets of data from Appendix F (where applicable) must be reported:
 1. Section F-2.C User Survey
 2. Section F-3.C Job Creation and Workforce Training
 3. Section F-3.E Community Engagement and Outreach
 - ii. The Program Administrator may require that data be reported in specific formats and will provide templates or other tools in support of these specifications where feasible.
- c. Program Feedback Survey: A program feedback survey to support program evaluation must also be submitted with the Bi-Annual Status Report. The survey will cover overall program satisfaction, technical assistance, CMEA and other program components. See [Appendix F](#), Section F-2.E for sample question topics.

2. Final Report

A Final Report must be received by the Program Administrator 30 calendar days before Voucher Agreement end date, or 30 calendar days prior to needs assessment completion date, whichever comes first. The Final Report must have the following information at a minimum:

- a. Overview of the assessment from inception through the end, including community background, partnerships, summary of data analysis and community engagements, and funding sources. Please see the outline below for more details.
- b. The following subsets of data from [Appendix F](#) (where applicable) must be reported:
 - i. Section F-2.C User Survey
 - ii. Section F-3.C Job Creation and Workforce Training
 - iii. Section F-3.E Community Engagement and Outreach
- c. Best practices and lessons learned.

The following outline is suggested when developing the Final Report:

- a. **Summary of needs assessment goals and objectives:** Describe the motivation for conducting the needs assessment. Describe what observed/assumed challenges and gaps

existed in the community before beginning the needs assessment and how the needs assessment process would help provide evidence.

- b. **Summary of methods used for the transportation access data analysis (indicator and survey analysis) and community engagement:** Describe the methods and discuss any challenges and limitations of the data or outreach activities.
- c. **Summary of analysis from the transportation access data analysis and community engagement:**
 - i. Describe general (big picture) observations based on the results.
 - ii. Discussion of the main identified underlying causes of transportation gaps and challenges in the project area as a result of the data and survey analysis and engagement activities

Describe in detail the needs, gaps, and preferences learned during the needs assessment. This should include detailed survey findings, detailed indicator findings, community event findings and key takeaways, and event details (e.g., number of attendees including basic demographic information and affiliations, if applicable, and location, time, set-up for each with information about meeting notice information, collaboration with local groups, and social media).

- d. **Discussion of findings and recommendations from the transportation access data analysis and community engagement:**
 - i. Describe key findings that support or refute the goals and objectives of the needs assessment.
 - ii. Describe if community members are supportive of solutions that are eligible service models for CMO voucher funding.
 - iii. Describe key findings that necessitate further creative thinking to develop meaningful clean transportation and mobility solutions (e.g., unbanked populations or those lacking a driver's license).
 - iv. Discuss the main factors that are, or could, contribute to successful transportation options in the project area.
 - v. Provide recommendations of any additional assessments and measurements that could be conducted to better understand some of the issues raised upon completion of the assessment.
 - vi. Provide a recommended list of actions that could be taken to enhance clean mobility in the community. Describe the process for how actions or solutions were identified and prioritized.

e. **Conclusion and Next Steps**

- i. Provide a summary of conclusions of the transportation access data analysis and community engagement.
- ii. Provide next steps, including a follow-up plan and continued engagement with attendees and community members.
- iii. Identify if there are entities with whom this information could be shared to help promote better land use and transportation planning needs (i.e., local planners, elected officials), and explain how this information will be provided to them.
- iv. Discuss if there are any “quick start” actions (i.e., small, simple, inexpensive projects like installing a bicycle rack, etc.) that could be implemented to immediately improve the quality of the built environment for transportation in the community.
- v. Describe how the progress in increasing access to clean transportation and mobility options will be monitored over time.
- vi. Provide a plan for ongoing communication and engagement with community members and key decision-makers in the community.

Note: Final Reports may be published on the CARB website. The reports should be polished documents that are accessible, readable, and meet ADA requirements consistent with those that are published on CARB and affiliate websites. Formatting requirements will be provided by the Program Administrator to all Awardees.

CHAPTER III: CMO PROGRAM’S TERMS AND CONDITIONS

CMO Awardees are responsible for project development, outreach and education, project implementation, and reporting project data to the Program Administrator. **All applicants must have read, understood, and agreed to abide by all the requirements, terms and conditions in the CMO Implementation Manual before submitting the application.** As a condition for participating in CMO program, all Awardees must comply with the requirements below where applicable.

As referenced in this Implementation Manual, “Representative” or “Representatives” means and includes, individually and collectively, Awardee’s employees, officers, directors, members (of a limited liability company [LLC] form of entity), partners (of a partnership form of entity), agents, or assigns.

A “subgrant” or “subaward” is a grant or award provided by the Awardee pursuant to the Voucher Agreement to a “subgrantee” or “subawardee” that is used to support a project that the subgrantee/subawardee carries out in support of their own program. The subgrantee/subawardee has responsibility for some programmatic decision-making and does not make a profit or otherwise receive reimbursement in excess of its actual costs. In contrast, the Awardee hires a “Contractor” or “Subcontractor” under a contract to provide goods and services for items the Awardee itself needs to carry out the Voucher Agreement.

A Contractor or Subcontractor does not make programmatic decisions but simply provides the goods and services to the Awardee according to the terms of the Voucher Agreement with the Awardee.

“Resource Entity” or “Resource Entities” means and includes, individually and collectively, Awardee’s Contractors, Subcontractors, and consultants.

“Grant Recipient” or “Grant Recipients” means and includes, individually and collectively subawardees or any other individual or entity that receives any Grant Funds other than the Awardee, its Representatives, or Resource Entities.

V. MOBILITY PROJECT VOUCHER AWARDEES

1. If the voucher agreement includes procurement of vehicles, including light-duty or medium/heavy-duty motorized vehicles, neighborhood electric vehicles, bicycles, scooters, or other micromobility devices, or delivers mobility services relying on such vehicles, then the Awardee must ensure that all the following conditions are satisfied:
 - a. Compliance with all vehicles and micromobility devices requirements detailed in [Section D.3](#) of this manual.
 - b. Services, vehicles, micromobility devices, and infrastructure funded by CMO must be maintained throughout the Voucher Agreement Term.
 - c. Secure approval for a project modification by the Program Administrator prior to 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).
 - d. Vehicles, including bicycles, scooters, and other micromobility devices, must be equipped with telematics hardware that allows for recording of geospatial utilization data, consistent with the data collection requirements in [Appendix F](#) and make such data available for reporting to the Program Administrator, CARB and CEC. If installation of telematics hardware is found to be infeasible, the applicant may request an exemption from this requirement and propose an alternative approach to collecting necessary location and usage data to the Program Administrator, who will consider such requests on a case-by-case basis.
 - e. For vehicles purchased with the CMO voucher funds, vehicle titles may be held by an organization on the project team other than the Awardee. However, the vehicle owner must offer to transfer ownership of the vehicle to the Awardee or its designee, at no cost, at the end of the Voucher Agreement Term, or at any time during the Voucher Agreement that the vehicle owner’s contract with the Awardee is terminated upon approval by the Program Administrator. In the event that 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. If the new entity that holds the vehicle title is unable to operate the vehicle in accordance with the Voucher Agreement, the Awardee must notify the Program Administrator immediately.

2. If the Voucher Agreement includes infrastructure installation, including electric vehicle supply equipment (EVSE), hydrogen refueling stations, bicycle/scooter parking or charging infrastructure, bicycle/scooter safety right-of-way improvements, or signage and wayfinding infrastructure, then the Awardee must ensure that all of the following conditions are satisfied:
 - a. Compliance with all infrastructure requirements detailed in Section D.4.
 - b. As directed in the Assembly Bill 841 (Ting, 2020) electric vehicle charging infrastructure and equipment must 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, any given time, who holds EVITP certification. If the equipment supports a charging port supplying 25 kilowatts or more, at least 25 percent of the total electricians working on the crew, at any given time, must hold EVITP certification.

All Awardees will be required to submit proof to the CMO Program Administrator of the required EVITP certification before performing any installation work as described above. Proof of EVITP certification shall include:

- i. Description of how the project has complied with all AB 841 requirements or describes why the AB 841 requirements do not apply to the project.
- ii. EVITP Certification Numbers of each EVITP-certified electrician that installed electric vehicle infrastructure or equipment if AB 841 requirements apply to the project.
- iii. Verification and signature from the contractor employing the EVITP certified electricians verifying that each electrician's EVITP certification is valid and current.

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

- i. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- ii. 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).
- iii. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

All electric vehicle chargers and charging stations funded by incentives from a state agency (including this program) or a charge on ratepayers, installed on or after January

1, 2024, must be in compliance with uptime recordkeeping and reporting standards as described in CEC's regulations, developed under AB 2061 (Stats. 2022, Ch. 345; Pub. Resources Code, § 25231.5). Uptime recordkeeping and reporting standards include but are not limited to those in [Exhibit K](#) of the Voucher Agreement Template. These standards will apply for a minimum of 6 years. These requirements will remain in effect until January 1, 2035.

3. User fees are encouraged but not required and pricing levels must reflect community input around affordability.
4. Ensure services are delivered consistent with the following safety requirements:
 - a. Drivers of motor vehicles have current driver's licenses, and the service provider or the lead applicant has a process for checking compliance and ensuring that driver's licenses are current and valid.
 - b. Projects carrying microtransit services, ride-on-demand, carpool/vanpool or fixed route transit service models must have an established policy for screening drivers for driving history and criminal background, submit that policy to the Program Administrator upon request for approval prior to operating the service, and comply with that policy.
 - c. Drivers of motor vehicles are required to follow a pre-trip vehicle inspection protocol prior to all shifts as specified by the fleet owner or the mobility operator.
 - d. Fleets have a maintenance plan that includes scheduled routine inspection and maintenance consistent with OEM recommendations at a minimum. Inspections must be performed by a certified mechanic.
 - e. Report all equipment failures, accidents, and incidents involving the police other than minor traffic violations to the Program Administrator within 48 hours of occurrence. This also should be included in the Quarterly Status Reports.
 - f. Mobility operators must devise a system that enables users to report safety issues to the operator. Safety issues must be resolved prior to further vehicle or charging equipment usage. Awardees are responsible to provide documentation as part of their Quarterly Status Reports to the Program Administrator that any prior safety issues have been resolved.
5. Ensure services are delivered consistent with the following accessibility requirements:
 - a. Must conduct community outreach to understand accessibility challenges in the community, gauge potential demand for accessibility equipment, and reflect demand in project design, including:
 - i. Hand controls for carshare, carpool, or vanpool vehicles
 - ii. Wheelchair accessible vehicles

- iii. Adaptive bicycles/scooters
 - iv. Driver education for serving disabled riders
 - b. If web/mobile apps are used, such systems are made accessible for visually-/hearing-disabled using [WCAG 2.0](#) and are in compliance with [Section 508](#) of the federal Rehabilitation Act.
 - c. Service animals must be permitted to ride in motor vehicles as requested, and safely do so.
6. Develop, administer, and maintain a user-friendly vehicle reservation or ride request system. At a minimum, provide one of the following options:
 - a. Telephone call-based reservations fulfillment.
 - b. Text-based reservation system.
 - c. Flexible “street hail” option or designated shuttle stops.
 7. Provide payment options for end-users that do not have bank accounts with associated debit cards or credit cards. Examples include cash exchange, pre-paid debit cards, or payment through a cloud-based wallet that can be loaded through in-person payment.
 8. Hours of operation must be clearly designated with services 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.
 9. No more than 20 percent of the committed vehicle fleet (including micromobility devices) or charging infrastructure should be out of service at one time during designated hours of operation, and no single motor vehicle in the fleet should be out of service for more than one week at a time. Awardees must report vehicles and chargers out of service and fleet size in quarterly reports, consistent with Appendix F, Data Collection Requirements.
 10. 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 Appendix F of this manual. The Program Administrator will coordinate with the Awardee to obtain these data and administer surveys to participants to collect usage data and other information upon execution of the Voucher Agreement.
 11. Develop policies and procedures documents and flow charts that describe the project’s administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting. Examples include, but are not limited to:
 - a. Organizational chart

- b. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 - i. Outreach and education.
 - ii. Participant evaluation, enrollment, and tracking.
 - iii. Vehicle reservations, tracking, and maintenance.
 - iv. Data collection and reporting.
 - c. Develop and maintain accounting procedures to track expenditures.
 - d. Provisions to protect against conflict of interest.
 - e. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred.
12. Fulfilling CEQA requirements: The Program Administrator or CARB can terminate the agreement if it finds that the Awardee cannot definitively demonstrate that its project is exempt from CEQA. Such a demonstration will typically involve a showing that the “CEQA Lead Agency,” as that term is defined in CEQA, responsible for any discretionary approval of the project has properly filed a Notice of Exemption (NOE) for the project and 35 days has elapsed since the filing of the NOE without there being a judicial challenge to the NOE (See Appendix D, CEQA Compliance and Permitting Requirements for more details).
13. Applications that did not include an “experienced partner” must have a contract with either a mobility operator listed in the CMO Clean Mobility Provider Directory, or an entity who meets the minimum qualification criteria to be on the Directory but not currently listed, within 3 months of the voucher execution date.

W. All AWARDEES (Needs Assessment and Mobility Project Vouchers)

- 1. Compliance with all applicable insurance requirements described in [Section X](#) of this Chapter.
- 2. Translations: 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
3. Branding and Communications: Awardees must agree to follow instructions outlined in the [CMO Awardee General Branding and Communications](#), including but not limited to obtaining prior approval for any outreach materials, project websites, press releases and press events.
 4. Coordination: Awardees must coordinate with other [CARB Low Carbon Transportation Investment Projects](#), including the Statewide Planning and Capacity Building Project Administrator, Access Clean California Project, STEP and CMIS. Where applicable and upon request by CARB or CEC, Awardee must agree to coordinate with other CEC Clean Transportation Program Projects, including the California Electric Vehicle Infrastructure Project (CALeVIP), Communities in Charger (CIC), and Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIIZE).
 5. Logos: All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos and websites must display the Clean Mobility Options Pilot Program logo, the California Climate Investments logo, and the California Energy Commission logo (see figures below). In addition, all project vehicles funded by this program must display the California Climate Investments logo. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing GHGs, while also investing in disadvantaged communities and achieving many other co-benefits. Awardee agrees to acknowledge the California Climate Investments program as a funding source from CARB’s Low Carbon Transportation program 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. The acknowledgement must read as follows: “[PROGRAM/PROJECT NAME] is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.” And whenever applicable, the Spanish translation acknowledgement: *[Programa Piloto de Vales de Opciones de Movilidad Limpia (CMO, por sus siglas en inglés)] forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.*

Guidelines for the usage of the CCI logo can be found at www.caclimateinvestments.ca.gov/logo-graphics-request.

In addition, Awardee agrees to acknowledge the CEC's Clean Transportation Program as an additional 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. The acknowledgement must read as follows:" The project is funded by the California Energy Commission's Clean Transportation Program, which is investing more than \$1 billion to accelerate the deployment of zero-emission transportation infrastructure and support in-state manufacturing and workforce training and development."



6. Participation in the Clean Mobility Equity Alliance (CMEA) is strongly encouraged. Awardees should try to ensure that at least one team member (additional team members are encouraged to participate in CMEA) attends at least one monthly virtual meeting and at least one in-person meeting annually, which may require travel and accommodation. These events include, but are not limited to, virtual monthly capacity-building and information-sharing meetings with other clean mobility awardees and participants, and the annual Clean Mobility Forum⁷⁸. Awardees should consider CMEA events into their budget, including at least one virtual peer learning opportunity per month, and the annual Clean Mobility Forum. Budgets should account for travel accommodation, potential Forum registration fees, and staff time.
7. Data Storage and Security: Awardee is responsible to store all data securely, consistent with the following requirements:
 - a. Information or data, including but not limited to all participant records and supporting documentation that personally identifies or describes an individual or individuals is and shall be treated and protected 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. Identify and develop measures to keep all participants' data confidential.
 - i. Observe complete confidentiality with respect to all information or data collected pursuant to the Voucher Agreement, including without limitation, agreeing not to

⁷⁸ The Clean Mobility Forum is typically a one-day event held at locations throughout the State, but in the future, these may become two-day events. Virtual attendance is also offered for the Forum to allow for flexibility.

- disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process. If the Awardee believes disclosure of a confidential record may be required under the California Public Records Act (Gov. Code, § 7920.000, et seq.) or other law, the Awardee shall give CARB at least fourteen (14) calendar days written notice prior to any planned disclosure. Awardee shall cooperate with and not object to CARB seeking a court order preventing disclosure should CARB in its sole discretion decide to do so.
- ii. Ensure that the Awardee's Representatives, Resource Entities, and Grant Recipients are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - iii. Awardee shall limit access to information and data gathered pursuant to the Voucher Agreement only to necessary Representatives and Resource Entities to perform their job duties.
- c. Develop a systematic process and schedule to back-up participant reservation database(s) on a daily basis at a minimum.
 - d. Develop a process for disaster recovery of all relevant software applications, websites, and data.
 - e. Develop and enforce security measures to safeguard project database(s):
 - i. If the Awardee suspects loss or theft, the Awardee must report any lost or stolen information, data, or equipment developed or collected pursuant to the Voucher Agreement to the Program Administrator immediately.
 - ii. Awardee agrees to notify the Program Administrator immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Awardee agrees that the Program Administrator has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the applicant shall cooperate fully in such investigations.
 - iii. Awardee agrees that it shall be responsible for all costs incurred by the Program Administrator due to security incident resulting from the Awardee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of information or data developed or gathered pursuant to the Voucher Agreement. If the Awardee experiences a loss or breach of data, the Awardee shall immediately report the loss or breach to the Program Administrator. If the Program

Administrator determines that notice to the individuals whose data has been lost or breached is appropriate, the Awardee will bear any, and all costs associated with the notice or any mitigation selected by the Program Administrator. 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.

- f. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
- g. Retain files during the term of the Voucher Agreement plus five years and do not transmit to any outside entity during this time except as otherwise approved by CARB.
- h. Transfer all project records to CARB or its designee at the end of the five-year window described in (g) above unless otherwise instructed by CARB.
- i. The Awardee must not use any data or information obtained as part of the voucher 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.

8. Awardee's Responsibilities for Work: The Awardee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, all Awardee Representatives, Resource Entities and any other 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 any Awardee Representative, Resource Entity, and other providers of services. The State will not mediate disputes between the Awardee and any other entity concerning responsibility for performance of work. The Awardee shall only distribute CMO voucher funds on a reimbursement basis. Awardee shall not use voucher funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees or other third parties.

- a. All subcontracts must be submitted to CARB and/or the Program Administrator upon request for review prior to execution. CARB and/or the Program Administrator may also request them during or after the voucher agreement term and Awardee agrees to provide them within five (5) calendar days. For subcontracts that are listed as "to be determined" in the Budget, the Milestone Schedule or elsewhere in any attachment to this Voucher Agreement, the Awardee must submit a revised Budget to CARB and/or the Program Administrator, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB and/or the Program Administrator. In addition, Awardee must have a fully executed subcontract before the subcontractor can incur any costs for which the Awardee will seek reimbursement.

- b. The Awardee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Awardee shall obtain price quotes from an adequate number of sources for all subcontracts. Upon request, Awardee will provide CARB and/or the Program Administrator a copy of all solicitations for services or products used or needed to carry out the terms of this Voucher Agreement, including copies of the proposals or bids received.
- c. Awardee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Voucher Agreement. Nothing contained in the Voucher Agreement or otherwise creates any contractual relation between the Program Administrator and any Resource Entity, and no subcontract may relieve Awardee of its responsibilities under the Voucher Agreement. Awardee is solely liable and responsible for the acts and omissions of its Resource Entity or persons directly or indirectly employed by any of them.
- d. The Awardee's obligation to pay its Resource Entities is an independent obligation from Program Administrator's obligation to make payments to the Awardee. As a result, Program Administrator has no obligation to pay or enforce the payment of any funds to any Resource Entity. The Awardee is responsible for establishing and maintaining contractual agreements with and reimbursing each Resource Entity for work performed in accordance with the terms of the Voucher Agreement.

9. Suspension of Payments and Early Agreement Termination:

- a. The Program Administrator reserves the right to issue a suspension order (stop work order) in the event that a dispute should arise. If issued, a suspension order will be in effect until the dispute has been resolved or the Voucher Agreement has been terminated. Upon issuance of the suspension order, Awardee shall stop all work and cease all expenditure of Grant Funds, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of the Voucher Agreement and will subject Awardee to liquidated damages. Awardee shall resume work only upon receipt of written instructions from the Program Administrator indicating work may resume.
- b. An Awardee that chooses to continue to work on the project after a suspension order has been issued will not be paid for completed milestones during the suspension if the Program Administrator terminates the Awardee's Voucher Agreement.
- c. If CARB rescinds the suspension order and does not terminate the Awardee's Voucher Agreement, Program Administrator will pay completed milestones during the suspension that are payable in accordance with the terms of the Awardee's Voucher Agreement.

- d. In accordance with Termination provision (under the Voucher Agreement General Provisions, below), the Program Administrator reserves the right to terminate the Voucher Agreement without cause upon 30 calendar days written notice to Awardee. Upon termination, all remaining funds must be immediately returned to the Program Administrator.

10. Voucher Payments:

- a. Payment requests shall be made in accordance with the policies and requirements described in Section J (for Mobility Project Vouchers) and Section T (for Needs Assessment Vouchers) of this manual.
- b. Payment will not be made if the Program Administrator deems a milestone has not been accomplished or properly documented; documentation of work completion has not been provided or does not meet specifications and eligibility criteria set forth in this Implementation Manual or that amounts requested for payment are insufficiently documented, or invalid per the Project Milestone Schedule; or, Awardee has not met other terms of the Voucher Agreement.

11. Voucher Agreement General Provisions:

Note to Awardees: This may not be a complete list of terms and conditions. For the full list of voucher agreement's general provisions please see [Voucher Agreement Template, General Provisions section.](#)

- 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 and CEC 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, level AA, and any subsequent versions, 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 the Voucher Agreement.

- i. Awardee must bring into compliance, at no cost to CARB and CEC 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 and CEC 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 the Voucher Agreement.
 - ii. Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.
- b. Alternative Enforcement: The remedies set out in this Voucher Agreement are contractual in nature. Nothing stated in this Voucher Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.
- c. Amendment: No amendment or variation of the terms of the Voucher Agreement shall be valid unless made in writing, signed by authorized representatives of the parties, and approved as required. No oral understanding or agreement not incorporated in the Voucher Agreement is binding on any of the parties.
- d. Assignment: The Voucher Agreement is not assignable by Awardee, either in whole or in part, without the consent of CARB and the Program Administrator.
- e. 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 Representatives, Resource Entities, or Grant Recipients that the work performed under the Voucher Agreement will be performed consistent with the terms and conditions of the Voucher Agreement.
- f. Authority: Each person executing this Voucher Agreement on behalf of a party represents that he or she is duly authorized to execute and deliver this Voucher Agreement on that party's behalf.
- g. Availability of Funds: CARB's and the Program Administrator's obligations under the Voucher 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 applicant or to furnish any other considerations under the Voucher Agreement. Awardee acknowledges it has no reasonable reliance interest in receiving any funds under this Voucher Agreement in the event such funds are not designated or legislatively appropriated.

- h. Audit: Awardee agrees that CARB, CEC, the Department of General Services, Department of Finance, the California State Auditor (formerly known as the Bureau of State Audits), 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. Awardee agrees to maintain such records for possible audit for a minimum of five years after the term of the Voucher Agreement is completed unless a longer period of records retention is agreed to in writing by the Program Administrator and Awardee. Awardee agrees to allow auditor access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Awardee agrees to include a similar right of the State to audit records and interview staff in any Awardees related to performance of the agreement.
- i. Compliance with law: Awardee agrees that it will, at all times, comply with, and require its Representatives, Resource Entities, and Grant Recipients to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements. This requirement includes, but is not limited to:
 - i. Obtaining any permits or approvals necessary to undertake the activities funded by the Grant Funds (voucher award), and complying with all environmental review requirements associated with such activities; and,
 - ii. Compliance with federal law which prohibits employers from hiring, recruiting, or referring people who do not have the legal right to work in this country; or, hiring contractors who hire people who do not have the legal right to work in this country. (8 U.S.C. § 1324a.).

A failure of the Awardee to comply fully at all times with this section is a breach of the Voucher Agreement and is cause for immediate termination of the Agreement without advance notice.

- j. Confidentiality And Data Security:

Except as required by applicable law, or as otherwise expressly authorized by this Voucher Agreement, the Awardee shall not disclose to any third party any record, data, or information which CARB or CEC have designated as confidential, in perpetuity. It is expressly understood and agreed that information the Awardee collects, generates, or acquires in performing its obligations under this Voucher agreement may be deemed

confidential by CARB or CEC, and shall not be released without prior CARB or CEC approval in writing. Therefore:

- i. Unauthorized use of Project Information Resources by Awardee, Resource Entities, Grant Recipients, or other third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data which has been stored or transmitted by Awardee, Resource Entities, or Grant Recipients, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.
- ii. Project information resources 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. In the performance of any of the terms or conditions of this Voucher Agreement, the Awardee shall safeguard all such information, records, applications, PII and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
- iii. Awardee must ensure that the Awardee’s employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, Resource Entities, and Grant Recipients are informed of the confidential nature of any shared information or data; and, ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Voucher Agreement, and are precluded from taking any action otherwise prohibited under any provision of this Voucher Agreement or applicable laws.
- iv. All of the persons and entities listed in the subsection above must adhere to all CARB confidentiality, disclosure, and privacy policies.
- v. Awardee must sign all non-disclosure and confidentiality agreements provided by CARB, and shall require their Resource Entities and Grant Recipients to do the same when requested by CARB.
- vi. Awardee must report any data breach, loss, or theft of Project Information Resources or Project Equipment to CARB immediately, and to any local, State, or federal officials as applicable.

- vii. Awardee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Voucher Agreement. Awardee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach, or to conduct its own independent investigation, and that the Awardee shall cooperate fully in such investigations.
- viii. 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 Awardee or any of their Resource Entities or Grant Recipients, 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 Voucher Agreement. 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. 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.
- ix. If Awardee believes disclosure of a confidential record or information may be required by law, such as the California Public Records Act (Gov. Code, § 7920.000, et seq.), court order, or legal process (such as a subpoena), Awardee shall first give CARB at least fourteen (14) days advance 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. Awardee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. 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 court order to prevent the release of any information.
- x. Awardee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.
- xi. Awardee certifies, represents, and warrants that:
 - 1. Its data and information security standards, tools, technologies and procedures are sufficient to protect confidential, sensitive and PII data and information;

2. Awardee is in compliance and shall remain in compliance at all times during the Voucher Agreement Term with the following requirements and obligations:
- California Information Practices Act (Civil Code sections 1798, et seq.);
 - California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;
 - Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Awardee's plan to correct any negative findings shall be made available to CARB upon request;
 - 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 Awardee's plan to correct any negative findings and implementation progress reports shall be made available to CARB upon request; and
 - Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Voucher 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.
- k. Conflict of interest: Government Code Section 87104 prohibits public officials of CARB and CEC, which includes any member, officer, employee, or consultant of a CARB advisory body or CEC, from making a formal or informal appearance before, or oral or written communication to CARB or CEC for the purpose of influencing a decision by CARB or CEC 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, CEC, or CARB or CEC staff, for the purpose of influencing a CARB or CEC decision on an application for funding submitted to CARB or CEC. 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).

- i. For this reason, CARB and CEC 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.
 - ii. 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 or CEC'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.
 - iii. 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.
 - iv. The Awardee certifies that it is, and shall remain, in compliance with all applicable California and federal conflict of interest laws during the entire Term of the Voucher 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 or CEC 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.
- l. Damages for breach affecting tax exempt status: In the event that any breach of any of the provisions of the Voucher Agreement by Awardee shall result in the loss of tax-exempt status for any State bonds, Awardee shall immediately reimburse the State in an amount equal to any damage paid by or loss incurred by the State due to such breach.
- m. Data and Intellectual Property Ownership:
- “Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any other intellectual property (IP) developed, substantially modified, licensed, or acquired by the Awardee, Resource Entities, or Grant Recipients, with any Grant Funds in performance of this Voucher Agreement. Project Information Resources may be in hard copy form, such as

computer printouts, or may be retained in machine-readable form, such as computer storage media.

Awardee shall comply with the following terms, and ensure that all agreements with their Resource Entities and Grant Recipients also include the following terms, as applicable:

- i. Ownership: Project Information Resources developed, licensed, or acquired by Awardee, Resource Entity or Grant Recipient, shall be the exclusive property of that entity.
- ii. Copyleft License: Computer software developed or substantially modified using Grant Funds must include a copyleft license comparable to GNU General Public License version 3.0 or later (GPLv3).

Other copyrightable Project Information Resources that are developed or substantially modified using Grant Funds and shared with third parties must also include a copyleft license comparable to Creative Commons Attribution Share Alike license, version 4.0 or later (Legal Code - Attribution-ShareAlike 4.0 International - Creative Commons).

Exceptions to the copyleft license requirement of this subsection include where:

1. The sharing of the material is restricted by law or regulation;
 2. The sharing of the material would create an identifiable risk to the detriment of national security, confidentiality of State information, or individual privacy;
 3. The sharing of the material would create an identifiable risk to the stability, security, or integrity of the systems or personnel of the State, or of the material's owner; or,
 4. The sharing of the material would create an identifiable risk to the State's, or the material owner's, mission, programs, or operations.
- iii. Intellectual Property Law: Appropriate systems and controls must be in place to ensure that Grant Funds will not be used in the performance of this Voucher Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other State, federal, or international intellectual property laws; and,
 - iv. CARB License: Awardee grants to CARB and CEC a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent Awardee has the right to do so.

Awardee shall require its Resource Entities and Grant Recipients to grant CARB and CEC a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources,

subject to applicable law on privacy and confidentiality, to the extent the Resource Entity or Grant Recipient has the right to do so.

- n. Days: “Day” or “Days” means calendar days, unless expressly noted otherwise.
- o. Disputes: Awardee shall continue with the responsibilities under the Voucher Agreement during any dispute between Awardee and Program Administrator or CARB, unless otherwise directed by CARB. Awardee may work in good faith with CARB and the Program Administrator to resolve any disagreements or conflicts arising from implementation of the Voucher 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 law.
- p. Entire Agreement: This Voucher Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Voucher Agreement.
- q. Environmental justice: In the performance of the Voucher Agreement, 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.
- r. Equipment/Vehicle Ownership: Project Equipment is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB and or CEC funds. Project Equipment means any products, objects, vehicles, computers, vessels, engines, machinery, apparatus, implements, or tools purchased, licensed, or constructed by Awardee, Representatives, or Resource Entities using Grant Funds within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Project Equipment. All such Project Equipment shall be used solely for the purposes of carrying out the obligations of the Voucher Agreement during the Term. If requested by CARB, the Project Equipment, and title thereto, shall be transferred to CARB upon cancellation, termination, or expiration of the Voucher Agreement, whichever occurs first, and CARB shall solely determine the future use of all Project Equipment. Upon completion of the Voucher Agreement term, Project Equipment not requested for return to CARB shall be utilized by the Awardee for

the benefit of the community the Awardee serves, without further involvement by CARB.

- s. Fiscal management systems and accounting standards: Awardee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of applicant 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 Voucher Agreement. Unless otherwise prohibited by local, state or federal law, Awardee further agrees that it will maintain separate voucher fund accounts as required to manage and administer the Project, and in accordance with generally accepted accounting principles.
- t. Force majeure: CARB, CEC, the Awardee, and/or the Program Administrator are not liable for, or deemed to be in default for, any delay or failure in performance under the Voucher 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 the Voucher Agreement.
 - i. 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 re-commence 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.
 - ii. 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 Voucher Agreement.
- u. Funding Prohibitions for Sectarian Purposes and Non-Public Schools: Awardees are prohibited from using voucher funds to aid or support a sectarian purpose pursuant to California Constitution, article XVI, section 5. Awardees are also prohibited from 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 applicants and voucher Awardees 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.

- v. GenAI Technology Use & Reporting: During the Term of the Voucher Agreement, Awardee must notify the Program Administrator in writing, and require their Resource Entities and Grant Recipients to notify Program Administrator in writing, if they are aware of any work under this Voucher Agreement that includes, or makes available, any previously unreported Generative Artificial Intelligent (GenAI) technology, as defined in Government Code section 11549.64, including GenAI from third parties or subcontractors. To notify Program Administrator of any new or previously unreported GenAI technology, the entity shall immediately complete the GenAI Reporting and Factsheet (STD 1000). At the direction of CARB, Awardee, Resource Entities and Grant Recipients shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or Voucher Agreement performance, until use of such GenAI technology has been approved by CARB. Failure by Awardee, Resource Entities or Grant Recipients to disclose awareness of any GenAI use to Program Administrator and submit the GenAI Reporting and Factsheet (STD 1000) may be considered by CARB, at its sole discretion, a breach of the Voucher Agreement and CARB may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the Voucher Agreement. CARB is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

CARB reserves the right to amend the Voucher Agreement, without additional cost, to incorporate GenAI Special Provisions into the Voucher Agreement at its sole discretion and/or terminate any grant agreement that presents an unacceptable level of risk to CARB.

- w. Governing law and venue: The Voucher Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Program Administrator and the Awardee hereby agree that any action arising out of the Voucher 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 Sacramento location. Awardee hereby waives any existing sovereign immunity for the purposes of the Voucher Agreement. [Edit for tribes to be “for limited purposes in accordance with the terms identified in their limited waiver of sovereign immunity and Resolution dated XXXX.”]
- x. Awardee’s responsibility for work: Awardee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, Awardee

Representatives, Resource Entities, and other providers of services. 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 Awardee Representatives, Resource Entities, and other providers of services. Neither the State nor the Program Administrator will mediate disputes between an Awardee and any other entity concerning responsibility for performance of work.

- y. Indemnification and Hold Harmless: Awardee agrees to indemnify, defend at their own expense, 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 Representatives, Resource Entities, or Grant Recipients, including but not limited to actions or inactions relating to, arising out of, or resulting from the operation, design, or implementation of any equipment for vehicles purchased, acquired, developed, modified, or used with Voucher Funds, in whole or in part.
- z. Independent Contractor: Awardee, and its Representatives, Resource Entities, and Grant Recipients, if any, in their performance of the Voucher 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.
- aa. Nondiscrimination: During the performance of the Voucher Agreement, Awardee and its Representatives, Resource Entities, and Grant Recipients shall ensure that no person is, on the basis of sex, race, religious creed, color, ancestry, national origin, ancestry, age (over 40), mental disability, reproductive health decision making, physical disability, medical condition, genetic information, marital status, veteran or military status, gender, gender identity, gender expression, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination or harassment, or denied family-care leave, medical-care leave, pregnancy-disability-leave, or other legally protected leave, under any program or activity that is conducted, operated, or administered under this Voucher Agreement or funded with Voucher Funds. In addition:
 - i. Awardee and its Representatives, Resource Entities, and Grant Recipients 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.
 - ii. Awardee and its Representatives, Resource Entities, and Grant Recipients shall comply with the provisions of the California Fair Employment and Housing Act (Gov.

Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regs., title. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- iii. During the performance of this Voucher Agreement, Awardee and its Resource Entities and Grant Recipients shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.
- iv. Awardee and its Representatives, Resource Entities, and Grant Recipients 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.
- v. Awardee, Resource Entities, and Grant Recipients shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.
- vi. Awardee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Awardee, Resource Entities, or Grant Recipients have violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Awardee or, where applicable, the Resource Entity or Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.
- vii. In the event of Awardee's or its Resource Entity's or Grant Recipient's noncompliance with this provision, Awardee or its Resource Entity or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Voucher Agreement.
- viii. Awardee acknowledges that CARB's Civil Rights Policy applies to this Voucher Agreement and CARB will administer this Grant consistent with such policy. The

policy may be found at: <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

- ix. Awardee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements, including but not limited to those with Resource Entities and Grant Recipients, where work is performed to fulfill any term or condition of this Voucher Agreement.
- bb. No third-party rights: Awardee represents, warrants and agrees that CARB, CEC and the State of California are third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Voucher Agreement during the Term, and upon request by CARB, shall send to CARB a copy of said agreements. The existence of this Voucher Agreement does not create, and nothing stated in this Voucher Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Voucher Agreement, or of any duty, covenant, obligation or undertaking established herein.
- cc. Prevailing wages and labor compliance: If applicable, Awardee agrees to be bound by all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. If applicable, Awardee shall monitor all agreements subject to payment from the Voucher Agreement to ensure that the prevailing wage provisions of California Labor Code Section 1720-1861 are being met by Awardee, Resource Entities, and Grant Recipients.
- dd. Professionals: For projects involving installation or construction services, Awardee agrees that only licensed professionals will be used to perform services under the Voucher Agreement where such services are called for and licensed professionals are required for those services under State law.
- ee. Russian Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (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 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.

- ff. Severability: If a court of competent jurisdiction holds any provision of the Voucher 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.
- gg. Termination: The Program Administrator may terminate the Voucher Agreement upon 30 calendar days written notice to Awardee at any time prior to completion of the agreement upon violation by Awardee of any material provision after such violation has been called to the attention of Awardee and after failure of Awardee to bring itself into compliance with the provisions of the Voucher Agreement. The Program Administrator also reserves the right to terminate the Voucher Agreement upon 30 calendar days written notice to Awardee if the Program Administrator determines that the project has not progressed satisfactorily during the previous three months and Awardee and the Program Administrator have been unable to agree on modifications. Upon termination, Awardee must immediately return unused funds to the Program Administrator.
- hh. Third Party Agreement Required Terms: All grants, subgrants, technical grants, contracts, vouchers, agreements and subcontracts entered into by and between Awardee and any Resource Entity or Grant Recipient using or applying Grant Funds (in whole or in part) shall contain the language (or similar language with the same meaning and intent) in the following terms of this Voucher Agreement: Availability of Funds, Audits, Authority, Compliance with Law, Conflicts of Interest, Fiscal Management Systems and Accounting Standards, Governing Law and Venue, Indemnification and Hold Harmless, Non-Discrimination, Prevailing Wage, Survival, and Third Party Beneficiaries.
- ii. Timeliness: Time is of the essence in performance of the Voucher Agreement. Awardee agrees to proceed with and complete all of its obligations under the Voucher Agreement in an expeditious manner.
- jj. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Voucher 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, CEC, or the State provided for in the Voucher Agreement are in addition to any other rights and remedies provided by law.

X. INSURANCE REQUIREMENTS

Awardees must comply with all requirements outlined in the General Insurance Provisions and Grant Insurance Requirements below. 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 Voucher Agreement. No payments will be made under the Voucher Agreement until the

Awardee fully complies with all applicable insurance requirements⁷⁹. Awardee is responsible to submit the proof of insurance annually until the end of Voucher Agreement term.

1. **General Insurance Provisions Applying to All Policies (for both Mobility Project Voucher and Needs Assessment Voucher Awardees)**

- a. Coverage Term: Coverage needs to be enforced for the complete term of the Voucher Agreement. If insurance expires during the term of the Voucher Agreement, a new certificate must be received by the Program Administrator at least 30 calendar days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Voucher Agreement.
- b. Policy Cancellation or Termination & Notice of Non-Renewal: Awardee is responsible to notify the Program Administrator within 5 business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of CARB and Awardee agrees no work or services will be performed prior to obtaining such approval. In the event the Awardee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Voucher Agreement immediately upon the occurrence of such event, subject to the provisions of the Voucher Agreement.
- c. Premiums, Assessments and Deductibles: Awardee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause: Any required insurance contained in this Voucher Agreement shall be primary, and not excess or contributory, to any other insurance carried by the Program Administrator and/or the State.
- e. Insurance Carrier Required Rating: All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VII. If Awardee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by the Department of General Services.
- f. Endorsements: Any required endorsements requested by the Program Administrator must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out

⁷⁹Since the auto-liability for vehicles used in the CMO shared mobility service is required upon procurement of the vehicles, mobility operator's insurance can be delayed until closer to Operation Launch. However, no payments will be made to the mobility operator until deemed insurance compliant.

any term or condition of this Grant Agreement, each insurance policy must name in an endorsement, using the following language exactly as presented here, “the State of California, the California Air Resources Board, the California Energy Commission, the Program Administrator (CALSTART), and each of its and their officers, agents, and employees as additional insureds”. A blanket additional insured endorsement is not acceptable in respect to the Voucher Agreement for Awardee and/or contract with the Fleet Owner. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- g. Inadequate Insurance: Inadequate or lack of insurance does not negate the Awardee’s obligations under the Voucher Agreement
- h. Satisfying a Self-Insured Retention (SIR): All policies with a SIR shall be endorsed to allow the State or Program Administrator to satisfy the SIR or Deductible at the State’s discretion. The State or Program Administrator may fund the SIR or deductible by deducting that amount from any Grant Funds otherwise due to the Grantee. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. Alternatively, the Awardee can obtain from its insurer, and produce to CARB or the Program Administrator, an express elimination of the requirement to pay the SIR or Deductible for “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds.”
- i. Available Coverages/Limits: All coverage and limits available to the Awardee shall also be available and applicable to the State and the Program Administrator as additional insureds.
- j. Resource Entities and Grant Recipients: In the case of Awardee’s utilization of Resource Entities to complete the contracted scope of work, Awardee shall include all Resource Entities as additional insured under Awardee’s insurance or supply evidence of the Resource Entities’ insurance to the Program Administrator equal to or greater than the policies, coverages, and limits required of the Awardee subject to section 2.a below. Awardee shall also ensure that Grant Recipients carry the same or greater coverage for the work or services performed.

Note: Awardee and its Resource Entities may use an umbrella (or excess) liability policy to make up the difference of limits for a given coverage that require a higher limit as long as the Awardee attaches a copy the underlying endorsement from the excess / umbrella policy that shows what policies are covered by the umbrella policy. Awardee should submit the underlying (U/L) endorsement from the umbrella policy showing the general liability policy #number listed on that U/L endorsement schedule.

- 2. **Grant Insurance Requirements for Mobility Project Voucher Awardees:** Awardee shall display evidence of the following on a certificate of insurance where applicable. Awardee must assure the project fully complies with all applicable insurance requirements before

starting the project. The following coverages must be evidenced on the certificate of insurance where applicable, and all endorsements required must be attached:

- a. **Commercial General Liability (CGL):** After the voucher is awarded, Awardee shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. Subcontractors (who are not procuring vehicles and/or micromobility devices) shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the insured entity’s limit of liability.

For projects that use micromobility devices (or “shared mobility devices” as defined in Civil Code section 2505, e.g., electric boards, e-scooters, and e-bicycles) in CMO shared mobility services, the Awardee, and any subcontractor that uses micromobility devices in those services, shall each maintain CGL with limits of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate. If coverage is provided by an electric bike and scooter insurance carrier, only the certificate of insurance is required showing specific insurance for electric bikes and electric scooters; however, if coverage is endorsed to a general CGL policy, the insurance company must supply a separate endorsement showing proof of electric bike and electric scooter coverage.

Please note that a subcontractor may be listed as an additional insured on the Awardee’s policy to satisfy the insurance requirements of the subcontractor. Alternatively, the Awardee may be listed as an additional insured on a subcontractor’s insurance policy to satisfy the insurance requirement of the Awardee.

- b. **Automobile Liability:** Compliance of automobile liability for vehicles used in the CMO shared mobility service is required upon procurement of the vehicles used in the CMO shared mobility service.

- i. Automobile Liability for vehicles used in the CMO shared mobility service (e.g., carshare, vanpool, etc.):

Awardee (or the entity that procures the vehicles) shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$5,000,000 combined single limit for vehicles used in the CMO shared mobility program, as soon as they have been procured. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned.

The policy must expressly include “any electric bikes and scooters in connection with any such work or operations.”

Awardee, by signing the Voucher Agreement, certifies that the Awardee and any Awardee Representatives, Resource Entities, and Grant Recipients possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive if vehicles are not procured for the CMO shared mobility service. The State reserves the right to request proof at any time.

In the event when the Fleet Owner or the Mobility Operator maintains business automobile liability insurance, not the Awardee, the policy must name the Awardee in addition to those listed above in the Endorsements provision.

- ii. **Automobile Liability for non-CMO shared service vehicles:** Any other vehicle that is not used for the CMO shared mobility service, for example for project planning, rebalancing, marketing, outreach or driving to events shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. “Any Auto” symbol 1 is required.
- c. **Workers’ Compensation and Employer’s Liability:** The entity shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the project. In addition, employer’s liability limits of \$1,000,000 per claim are required.
- d. **Cyber Liability:** Awardee shall maintain coverage with limit not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Awardee in the Voucher Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses. The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the state of California in the care, custody, or control of the insured.
- e. **Self Insurance:** If Awardee has elected to be self-insured, they must receive approval of their self-insurance program from CARB. To obtain CARB approval, the Awardee must submit the following documents to the Program Administrator:

- 1) Workers' Compensation – The Awardee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
- 2) All Other – The Awardee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

3. **Grant Insurance Requirements for Needs Assessment Voucher Awardees:** Awardee shall display evidence of the following on a certificate of insurance where applicable. Awardee must assure the project fully complies with all applicable insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance where applicable, and all endorsements required must be attached:
 - a. **Commercial General Liability:** Awardee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. Subcontractors shall also maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Awardees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Awardee's limit of liability.
 - b. **Automobile Liability:**
 - i. Awardee shall maintain business automobile liability insurance for all vehicles used in the project, for example for marketing, survey distribution, outreach and educational activities or driving to events. Awardee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required.
 - ii. Awardee by signing the Voucher Agreement, certifies that the Awardee and any Awardee Representative possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
 - c. **Workers' Compensation and Employer's Liability:** Awardee shall maintain statutory worker's compensation and employer's liability coverage for all its employees, students, interns and/or volunteers who will be engaged in the performance of the project. In addition, employer's liability limits of \$1,000,000 are required.

- d. **Cyber Liability:** Awardee shall maintain coverage with limit not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Awardee in the Voucher Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.
- e. **Self Insurance:** If Awardee has elected to be self-insured, they must receive approval of their self-insurance program from CARB. To obtain CARB approval, the Awardee must submit the following documents to the Program Administrator:
 - 1) Workers' Compensation – The Awardee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
 - 2) All Other – The Awardee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Y. OVERSIGHT AND ACCOUNTABILITY

Through administration of longstanding incentive programs, CARB has found that project evaluations and program reviews are essential to ensure that incentive program funds are run in accordance with statutory requirements and that State funds are spent transparently and efficiently. The Program Administrator is responsible for working closely with Awardees and CARB to safeguard voucher funds from misuse as it implements CMO Voucher Pilot Program. Awardees and their Representatives participating in CMO must provide CARB and CEC or their designees and the Program Administrator access to all requested files and relevant information related to vehicles or equipment purchases involving a CMO voucher fund.

CARB holds the overarching responsibility for CMO voucher fund oversight and program accountability and has final authority and sole discretion over all aspects of CMO, including applicant, project and vehicle eligibility, and all program requirements. As such, CARB is responsible for monitoring and reviewing the Program Administrator's implementation of the CMO Voucher Pilot Program. The Program Administrator shall allow CARB, CEC, the California State Auditor (formerly known as the Bureau of State Audits), or their designated representative the right to review and to copy any records and supporting documentation pertaining to its development or implementation of CMO. The Program Administrator must maintain such records for a possible audit for a minimum of five years after final payment from CARB. The Program Administrator must allow CARB or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Responsibilities for CMO Voucher Pilot Program oversight are as follows:

1. CARB has primary oversight responsibility for CMO to ensure transparent and efficient implementation, and that California Climate Investments and Clean Transportation Program Investments are spent consistent with the statutory requirements, the [Funding Guidelines](#), Funding Plan for Clean Transportation Incentives, [2021–2023 Investment Plan Update for the Clean Transportation Program](#), Clean Mobility Voucher Pilot Program solicitation and grant agreement with the Program Administrator (CARB’s grantee), and this Implementation Manual. CARB and CEC reserve the right to conduct a site visit, evaluation, review, or audit CMO for the life of the grant.
2. The Voucher Agreement and payment request forms are legally binding and enforceable agreements to meet the requirements of the project. Awardee is responsible for ensuring the accuracy of the information, and all Resource Entities’ information on the Voucher Agreement or payment request forms it submits to the Program Administrator. Submission of false information on any of these forms may result in cancellation of the Voucher Agreement and recapture of funds. In addition, CARB and CEC may seek other remedies available by law.
3. If Awardee detects any actual and/or potentially fraudulent activity by a member of their project team, Awardee shall notify CARB and the Program Administrator as soon as possible and work to determine an appropriate course of action.
4. CARB and CEC staff or their designees have primary responsibility for conducting program reviews and/or fiscal audits of CMO Voucher Pilot Program administration and implementation.
5. Awardees and the Program Administrator and its subgrantees shall allow CARB, CEC, the California Department of Finance, the California State Auditor (formerly known as the California Bureau of State Audits), or any authorized designee access, during normal business hours, to conduct CMO Voucher Pilot Program reviews and fiscal audits or other evaluations. Granting of access includes, but is not limited to, reviewing program records, site visits, and other evaluations as needed. Program evaluations or site visits may occur unannounced as CARB, CEC staff or their designees deem necessary.

Z. PROJECT NON-PERFORMANCE

CARB and CEC or their designees have the authority to recoup CMO funds which were received based upon misinformation or fraud, or for which the Program Administrator or its subgrantees, Awardees or their Resource Entities, mobility operators, or fleet owners are in significant or continual non-compliance with this Implementation Manual or all applicable federal, State, and local laws. CARB also retains the authority to prohibit any entity from participating in CMO Voucher Pilot Program due to non-compliance with program requirements.

AA. DEFINITIONS

This section provides definitions of key program terms, organized by the following categories: eligibility criteria and project design; equipment and infrastructure; timelines; applications and vouchers; and organizations and roles.

1. Eligibility Criteria and Project Design

“AB 1550 Designated Low -Income Community and Low-income households” for the purposes of this program means census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development (HCD)’s 2021 income levels for low-income communities and households for each county, as reflected in the *Revised State Income Limits for 2021 memorandum* released in December 2021, and the U.S. Census Bureau American Community Survey five-year *estimates on statewide median household income* for the period from 2015 through 2019.

“Additional Transportation Enhancements” for the purposes of this program means activities or services that are directly supportive of, but not essential to, implementing the service model. Up to 25 percent of the total voucher amount requested can be spent on additional transportation enhancements.

“Bikesharing” or “Scooter-Sharing” for the purposes of this program means systems that make bicycles, electric bicycles (e-bikes), or electric scooters available to members on a short-term rental basis.

“Carpooling” and “Vanpooling” for the purposes of this program means the grouping of drivers and passengers with common origins and/or destinations into a shared vehicle. Carpooling and vanpooling is a “self-serve” system, meaning the driver is a traveler in the pool just like other passengers, as opposed to a hired driver as in shared taxi rides or ride hail services.

“Carsharing” for the purposes of this program means a service that provides members with access to an automobile through short-term rentals.

“Clean Vehicle Rebate Project (CVRP)” is a CARB program that provides financial incentives for purchases of light-duty zero emission vehicles in California.

“Community Transportation Needs Assessment” for the purposes of this program means a process of meaningful, broad-based community engagement and analysis to inform the design of mobility projects that are responsive to specific transportation needs of the community and to community preferences for mobility solutions.

“Service Model” for the purposes of this program means the mobility service(s) to which most of the voucher funding is dedicated. There are six eligible service models.

“Disadvantaged Community” for the purposes of this program means census tracts identified as disadvantaged by the California Environmental Protection Agency per SB 535 designation.

“Eligibility Criteria” for the purposes of this program means minimum requirements for project elements that may or may not be included in a project design and associated voucher funding application in order to qualify for voucher funding.

“Existing Service” for the purposes of this program means a transportation service that currently operates in any location in the proposed project area.

“Expansion Project” for the purpose of this program means a project that expands the existing service model that is currently in operation or planned to begin operations, by increasing the project area to serve additional residents, increasing vehicle access (e.g., increasing operation hours or number of vehicles), or increasing infrastructure equipment that ultimately will result in increasing ridership.

“Fixed Route Transit Service” for the purposes of this program is a service that offers service through a predetermined route and schedule.

“Hybrid and Zero Emission Truck and Bus Voucher Incentive Project (HVIP)” is a CARB program that provides financial incentives for purchases of zero-emission and hybrid trucks and buses, and low NOx natural gas engines.

“Infrastructure Improvements” for the purposes of this program means infrastructure improvements that directly support project vehicles and are essential to implementation of the service model(s).

“Innovative Transit Services” or “Microtransit” for the purposes of this program means transit services that are demand-responsive (routes and/or frequency of service are determined dynamically based on customer demand) and capable of serving multiple riders simultaneously (not only a single rider service), including on-demand shuttles and circulators, paratransit services, and private sector transit solutions.

“Low-Income Community” for the purposes of this program means census tracts identified as low-income per AB 1550.

“New Project” for the purposes of this program means a project that operates a different service model from an existing service model that is funded by CARB and is currently operating (or planned to begin development or operations) in the proposed project area.

“Project Area” for the purposes of this program means the geographic area where targeted project users (community residents) reside and where most infrastructure is installed.

“Public Right-of-Way (ROW)” for the purposes of this program means a property, owned by, or granted through an easement to a public agency, which is made available to the public for travel purposes. ROW may include roadways, parking stalls or lanes, and sidewalks.

“Resource Contribution” for the purposes of this program means assets contributed to the project to supplement voucher funding and support long-term sustainability. Assets do not

need to be monetary, and applicants are not required to estimate the monetary value of the contributions.

“Ride-on-Demand Services” for the purposes of this program means an eligible service model that includes on-demand rides for individuals, provided by taxi companies and transportation network companies (TNCs).

“Site Control” for the purposes of this program means the ability to utilize a site for vehicles and/or infrastructure, as the owner or as party to a contract with the owner, free from deed-related restrictions.

“Solar on Multifamily Affordable Housing (SOMAH) Program” is a State of California program providing financial incentives for installing photovoltaic (PV) energy systems on multifamily affordable housing.

“Unincorporated Community” for the purposes of this program is defined as the area lying within the boundaries of the Counties that is not governed by a local municipal corporation (i.e., no city government represents the Project Area).

2. Equipment and Infrastructure

“Battery-Electric Vehicle (BEV)” for the purposes of this program means any vehicle that operates solely by use of a battery or battery pack, or that is powered primarily through the use of an electric battery or battery pack but uses a flywheel or capacitor that also stores energy produced by the electric motor or through regenerative braking to assist in vehicle operation.

“Docking Stations” for the purposes of this program means parking equipment for securing shared bicycles or scooters that includes built-in locking mechanisms and telecommunications technologies.

“Electric Bicycle (E-bike)” for the purposes of this program means a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts that disengages when brakes are applied. Assembly Bill 1096, Statutes of 2015, Chapter 568 defines classes of electric bicycles as follows:

- a. Class 1 Electric Bicycle: E-bike with an electric motor that provides assistance only when pedaling and ceases assistance upon reaching 20 miles per hour (mph).
- b. Class 2 Electric Bicycle: E-bike with a motor controlled by a throttle that may be used exclusively to propel the bicycle and ceases assistance upon reaching 20 mph.

“Electric Cargo Bicycle” for the purposes of this program means a bicycle (two – wheeled device) that is equipped to carry cargo or additional passengers.

“Electric Cargo Tricycle” for the purposes of this program means a three-wheeled device with a designated place for cargo or additional passengers.

“Electric Tricycle or Pedicab” for the purposes of this program means a three-wheeled device for passenger transport that can transport at minimum 3 additional passengers in addition to the driver.

“Electric Vehicle Supply Equipment (EVSE)” for the purposes of this program means a portable, pedestal-mounted, or wall-mounted unit that supplies electricity to charge the batteries of electric vehicles or micromobility devices, also known as EV charging equipment. An EVSE may have one or more charging ports and connectors for charging an EV.

- a. Level 2 EVSE: For the purposes of this program, is defined as EVSE rated up to 240 volts alternating current (AC), up to 60 amperages [amps], and up to 19.2 kilowatts (kW).
- b. Direct Current Fast Charge (DCFC) EVSE: For the purposes of this program, is defined as EVSE that is capable of delivering at least 50 kilowatts (kW) of power through direct current (DC).

“Electric Vehicle Charging Station” is a site with one or more EV charging ports at the same address. Examples include a parking garage or a mall parking lot.

“Electric Vehicle Charging Port” provides power to charge only one vehicle at a time even though it may have multiple connectors. The unit that houses EV charging ports is sometimes called a charging post, which can have one or more EV charging ports. EV charging ports are sometimes referred to as electric vehicle support equipment (EVSE) ports.

“Electric Vehicle Connector” is what is plugged into a vehicle to charge it. Multiple connectors and connector types (such as CHAdeMO and CCS) can be available on one EV charging port, but only one vehicle will charge at a time. Connectors are sometimes called plugs. A charger may have one or multiple connectors.

“Fuel Cell Electric Vehicle (FCEV)” for the purposes of this program means any vehicle that receives propulsion energy from both an on-board fuel cell power system and either a battery or a capacitor. FCEV is equivalent to “Hybrid fuel cell vehicle.”

“Light-Duty Vehicle” for the purposes of this program is defined as any motor vehicle with a gross vehicle weight rating of 8,500 pounds or less.

“Medium/Heavy-Duty Vehicle” for the purposes of this program is defined as any motor vehicle with a gross vehicle weight rating more than 8,500 pounds and up to 26,000 pounds (vehicle classes 3 through 6 as categorized by the Federal Highway Administration and EPA Emissions Classifications) or under 30 feet in length.

“Micromobility Device” for the purposes of this program, is defined as mobility option including, but is not limited to, standard bicycles, electric bicycles (Class 1 or Class 2 per California Assembly Bill 1096), standard scooters, electric scooters, cargo bicycles, electric tricycles, and pedicabs.

“Neighborhood Electric Vehicle” for the purposes of this program is defined as a low-speed, zero-emission battery electric vehicle, typically designed to travel less than 35 miles per hour at a loaded weight of less than 3,000 pounds.

“Plug-In Hybrid Electric Vehicle (PHEV)” for the purposes of this program is defined as a motor vehicle that combines a conventional gasoline-powered engine with a battery that can be recharged from the electrical grid.

“Quick-Build Infrastructure” for the purposes of this program is defined as a project that does not require major street construction and can be implemented by local agency staff crews.

“Solar Photovoltaic (PV) Equipment” for the purposes of this program means panels and related equipment for converting sunlight into electricity.

“Vehicle Telematics” for the purposes of this program means equipment that enables monitoring of vehicle performance and location using telecommunications technologies.

“Zero Emission Vehicle (ZEV)” for the purposes of this program is defined as motor vehicle equipped with clean technologies consistent with the State of California’s zero emission vehicle regulations and standards, including battery-electric vehicles (BEVs), hydrogen fuel cell electric vehicles (FCEVs), and plug-in hybrid electric vehicles (PHEVs).

3. Timelines

“Application Submission Window” for the purposes of this program means the period during which voucher applications may be submitted to the Program Administrator for funding consideration. The period is defined by a start date/time and an end date/time.

“Operations Launch” for the purposes of this program is defined as the day that voucher-funded mobility projects begin operating mobility services available to local residents. This is the date when participants start using the service.

“Operations Period” for the purposes of this program defined as the period between the Operations Launch date and the end of the Voucher Agreement Term (at least 4 years).

“Planning and Construction Period” for the purposes of this program is defined as the period between the official kick-off meeting date and the Operations Launch date (up to 15 months).

“Voucher Agreement Term” for the purposes of this program is defined as the period in which Mobility Project Voucher projects must be built and operated, including a minimum 4 years of operations. For the Needs Assessment projects, the Voucher Agreement Term is 12 months.

4. Applications and Vouchers

“Approved Application” for the purposes of this program is defined as a qualified application that is awarded a voucher.

“Community Outreach Plan” for the purposes of this program is defined as a narrative plan that describes the targeted strategy to engage the identified community residents through outreach and education about the project.

“Financial Sustainability Plan” for the purposes of this program is defined as a narrative plan that shows how the project can be sustainable after State funding is spent. This plan is part of the Mobility Project Voucher application.

“First-come, First-served” for the purposes of this program means the approach used by the Program Administrator to approve eligible applications based on the order in which they were received, starting at the beginning of the application submission window.

“Notice of Intent to Award” for the purpose of this program means a written notice by the Program Administrator notifying the successful applicant that the Program Administrator intends to award the project contingent upon executing the agreement and submitting any outstanding documents.

“Notice to Proceed” for the purpose of this program means a written notice by the Program Administrator that directs the successful MPV Phase 1 applicant to proceed with submitting their Final Application.

“Operating Contingency Plan” for the purposes of this program is defined as a narrative plan that describes how the project approach will be adjusted in the case of unexpected challenges around infrastructure development and site control.

“Qualified Application” for the purposes of this program is defined as an application that meets all minimum eligibility requirements and application requirements contained in the Program Implementation Manual.

“Randomization” for the purposes of this program is defined as a process to equalize application submission by deploying a random number generator to reorder application submissions, using a chance method, only if the funding amount is oversubscribed during the first day of the submission window.

“Voucher Agreement” for the purposes of this program is defined as a “promise to pay” that enables Awardees to develop partnerships and incur costs with assurance that all eligible and approved activities will be paid by the Program Administrator.

- a. Mobility Project Vouchers are intended to support planning, development and implementation of clean mobility options projects.
- b. Needs Assessment Vouchers are intended to support communities in identifying their transportation needs and evaluating gaps through a community transportation needs assessment process.

“Voucher Redemption” for the purposes of this program is defined as the process by which the Program Administrator provides payment to Awardee for incurred expenses after the Voucher Agreement is executed.

“Voucher Expiration” for the purposes of this program is defined as the process by which a voucher becomes invalid, and the Voucher Agreement is terminated when schedule requirements are not met.

“Voucher Renewal” for the purposes of this program is defined as the process by which the Program Administrator may approve an extension of schedule requirements to keep a voucher from expiring.

5. Organizations and Roles

“Awardee” for the purposes of the program is a primary organization who enters into an agreement with the Program Administrator assuming responsibility for managing a clean mobility options project or a community needs assessment project, meeting project milestones, and achieving the goals of CMO.

“Clean Mobility Provider Directory” for the purposes of this program, means an informational resource that summarizes offerings from mobility operators in order to support CMO applicants and Awardees in identifying partners suitable for their communities in an informed and timely fashion.

“Community-based Organization (CBO)” for the purposes of this program is defined as an organization that meets at least two of the following:

- a. Is place-based, with an explicit geographic focus area that includes the proposed Project Area.
- b. Has staff members, volunteers, or Board members that reside in the community where the project is located.
- c. Has a demonstrated track record of at least one year providing services in the proposed Project Area.

“Experienced Partner” for the purposes of this program is defined as an organization on the project team with at least one year of experience operating mobility services.

“Fleet Owner” for the purposes of this program is defined as an organization or the person registered as the owner or lessee of a vehicle by the California Department of Motor Vehicles, as evidenced on the vehicle registration document carried in the vehicle.

“Grant Recipient” or “Grant Recipients” means and includes, individually and collectively sub-awardees or any other individual or entity that receives any Grant Funds other than the Awardee, its Representatives, or Resource Entities.

“Lead applicant” for the purposes of this program is defined as an entity that submits an application to the Program Administrator to assume responsibility for managing a clean mobility options project or a community transportation needs assessment project, meet project milestones, and achieve the goals of CMO.

“Mobility Operator” for the purposes of this program is defined as an entity that is leading the development and implementation of systems for operating a mobility service (e.g., carshare, bikeshare), bringing together back-end systems such as user databases and payment platforms with front-facing activities such as vehicle fleet maintenance and day-to-day service provision.

“Program Administrator” for the purposes of this program means the team led by CARB’s grantee, CALSTART that is responsible for administration of the program on behalf of CARB.

“Registered Vendor” for the purposes of this program is defined as a vendor that may receive direct payment from the Program Administrator, upon request by the Awardee and approval by the Program Administrator.

“Representative” or “Representatives” of Awardees: for the purposes of this program means and includes, individually and collectively, Awardee’s employees, officers, directors, members (of a limited liability company [LLC] form of entity), partners (of a partnership form of entity), agents, or assigns.

“Subgrant” or “subaward” is a grant or award provided by the Awardee pursuant to the Voucher Agreement to a “subgrantee” or “subawardee” that is used to support a project that the subgrantee/subawardee carries out in support of their own program. The subgrantee/subawardee has responsibility for some programmatic decision-making and does not make a profit or otherwise receive reimbursement in excess of its actual costs. In contrast, the Awardee hires a “contractor” or “subcontractor” under a contract to provide goods and services for items the Awardee itself needs to carry out the Voucher Agreement. A contractor or subcontractor does not make programmatic decisions but simply provides the goods and services to the Awardee according to the terms of the Voucher Agreement with the Awardee.

“Subapplicant” for the purposes of this program is defined as entities that enter into a partnership with the lead applicant and other eligible organizations to apply for CMO.

“Resource Entity” or “Resource Entities” means and includes, individually and collectively, Awardee’s Contractors, Subcontractors, and consultants.

AB. LIST OF ACRONYMS

AB	Assembly Bill
AC	Alternating Current
ADA	Americans with Disabilities Act
AQIP	Air Quality Improvement Program
BEV	Battery Electric Vehicle
CALeVIP	California Electric Vehicle Infrastructure Project
BIA	Bureau of Indian Affairs
CARB	California Air Resources Board
CBO	Community-Based Organization
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFR	Code of Federal regulations
CHAdEMO	Charge de Move (equivalent to move using charge)
CMIS	Clean Mobility in Schools
CMO	Clean Mobility Options
CVRP	Clean Vehicle Rebate Project
DAC	Disadvantaged Community
DC	Direct Current
DCFC	Direct Current Fast Charger
EnergIIZE	Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles
EVSE	Electric Vehicle Supply Equipment
FCEV	Fuel Cell Electric Vehicle
FY	Fiscal Year
GGRF	Greenhouse Gas Reduction Fund
GHG	Greenhouse Gas
GPS	Global Positioning System
GVWR	Gross Vehicle Weight Rating
HSC	Health and Safety Code
HVIP	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project
KBB	Kelley Blue Book
kW	Kilowatts
kWh	Kilowatt-hour
LCFS	Low Carbon Fuel Standard
MaaS	Mobility as a Service
MOU	Memorandum of Understanding
NEV	Neighborhood Electric Vehicle
OEM	Original Equipment Manufacturer
PHEV	Plug-in Hybrid Electric Vehicle
PTO	Permission to Operate
PV	Photovoltaic
SAE CCS	Society of Automotive Engineers - Combo Charging System
SB	Senate Bill
SOMAH	Solar on Multifamily Affordable Housing Program
STEP	Sustainable Transportation Equity Project
TNC	Transportation Network Company
U.S. EPA	U.S. Environmental Protection Agency
WAV	Wheelchair Accessible Vehicle
ZEV	Zero-Emission Vehicle

APPENDIX A- Mobility Project Voucher Application Overview

To apply for a Mobility Project Voucher, please complete and submit an application using the CMO online application portal. You may also contact **CMO hotline at 626-744-5670** or **via email to info@cleanmobilityoptions.org**, if you wish to receive a paper copy of the application materials. The Mobility Project Voucher application consists of two phases. Phase 1 is the Basic Eligibility and is open to all applicants. Phase 2 is a Final Application only for qualified applications approved during Phase 1. The Program Administrator will notify applicants approved during Phase 1 to apply to Phase 2. The application materials will be made available prior to the opening of the application window at the application website, and consist of following:

PHASE 1: Basic Eligibility

PROJECT TEAM PROFILE

- Lead applicant and potential sub-applicant general contact information and organization type.
- Organization background and qualifications, such as history of local engagement, key areas of expertise, experience working with disadvantaged and low-income communities or tribes, and how this background enables the organization to implement this project efficiently and effectively.
- Name of organization on the team with at least one year of experience operating mobility services (experienced partner), and what role they play (if available).

PROJECT NARRATIVE

- Description of the project proposal.
- Designation of service model(s) included in the project.
- Description of infrastructure in the proposal, if any.

COMMUNITY TRANSPORTATION NEEDS ASSESSMENT

- Description and analysis of at least one resident survey and 3 data sources and indicators used to develop a Transportation Access Data Analysis, including a copy of the resident survey used in the analysis.
- Description of the community's main travel patterns and transportation gaps based on the Transportation Data Analysis.
- Description of at least two meaningful, representative, community engagement activities that have been conducted to assess the community's transportation needs (The response must include at least two types of engagement activities). For more information on community engagement activities see Section O.2 of this manual.

- Description of the main transportation and mobility needs identified by the community engagement activities outlined.
- Description of how the proposed project contributes to addressing the needs and preferences for transportation solutions expressed by the community in the needs assessment.
- Explanation of when the needs assessment activities described above was completed.
- Inclusion of the Final Report of the community transportation needs assessment.

PROJECT AREA PROFILE

- Description of how the Project Area is located within an eligible geography.
- Description of the boundaries of the Project Area in one of the following ways:
 - If Project Area boundaries are the same as census tract boundaries, list the census tracts.
 - Describe the boundaries using street names and cross streets.
 - Provide a map showing the geographic boundaries and attach it to the application.
- Description of the population size of the project area with source.
- Indication of whether submission includes application(s) for project area(s) that are located entirely inside unincorporated areas (i.e., no city government represent the area)

TOTAL REQUESTED VOUCHER AMOUNT

- Provide estimated budget amount in accordance with project type (new, existing or combination)

ATTACHMENTS

- Applicable supportive documents to determine eligibility (e.g., non-profit corporation documents)
- Community transportation needs assessment documents (surveys, summery report of findings)

PHASE 2: Final Application

(Only for applicants who have received the notice to proceed from the Program Administrator)

PROJECT NARRATIVE and TEAM PROFILE DETAIL

- Description of the key activities to be conducted for project planning, development, and operations.
- If the project includes an additional transportation enhancement component should be described.

PROJECT MILESTONE SCHEDULE

- An estimated timeline for the life of the project, including all project activities and interim steps needed to implement the project and operate the service for a minimum of 4 years. The schedule should include milestones for the planning and construction, operation, and reporting of the project's implementation. Applicants may submit a draft project milestone schedule with their application and an updated version 1 month after voucher execution (recommended for projects that are still in the development stages).

COMMUNITY OUTREACH PLAN

- Description of plan to engage community residents through outreach and education to prepare for the launch of the project and throughout the project's operations, with consideration of key project stages in which outreach will occur, identification of key partners, their roles for outreach and education, and their knowledge and experience within the community that will enable them to do successful outreach.
- Description of plan to engage with other community stakeholders affected by the project.

COMMUNITY RESOURCE CONTRIBUTION

- Description of at least five types of Community Resource Contributions that are being provided to meet the requirements described in Section G.2 of this manual with supporting documentation.

MOBILITY PROJECT VOUCHER BUDGET WORKSHEET AND PLAN FOR FINANCIAL SUSTAINABILITY

- Description of total estimated project costs during the Voucher Agreement Term, itemized by project cost components.
- Indication of service model, according to the criteria in Section D.2 of this manual.
- Description of strategies for maintaining the proposed service(s) for a minimum of 4-year operation period.
- Descriptions of strategies for ensuring vehicles and equipment continue to serve the community if operation discontinues after the Voucher Agreement Term ends.

REQUIRED ATTACHMENTS

- Mobility Project Voucher Budget Worksheet that quantifies the financial requirements needed to develop and implement the project throughout the Voucher Agreement Term.
- Letters of Commitment and Support.

APPENDIX B- Community Transportation Needs Assessment Voucher Application Overview

To apply for a Mobility Project Voucher, please complete and submit an application using the CMO online application portal. You may also contact **CMO hotline at 626-744-5670** or **via email to info@cleanmobilityoptions.org** if you wish to receive a paper copy of the application materials. The application consists of **only one phase** (unlike with the Mobility Project Voucher, which contains two phases). The application materials will be made available prior to the opening of the application window at the application website, and consists of following:

PROJECT TEAM PROFILE

- Lead applicant and potential sub-applicant general contact information and organization type.

PROJECT NARRATIVE

- Explanation of why a transportation needs assessment is needed for the community, including history of environmental and social/economic challenges, areas of investment/disinvestment, and populations that have historically been underrepresented in community or transportation planning.
- Summary of any existing regional, local, or community-level transportation needs assessment efforts and identify gaps that this needs assessment voucher will fill.
- Description of potential transportation needs and solutions that the needs assessment will address (such as certain types of trips residents may not be able to make, or certain types of mobility services residents may prefer or have already been using).
- Description of who the project will engage with, their basic demographics (e.g., income, household size, age, race, gender, languages spoken), and other important characteristics of the community and audience you are trying to reach.
- Description of planned approach and key activities including the timeline for conducting a community transportation needs assessment in accordance with project requirements.
- Description of plan to ensure that the needs assessment activities are representative of and reach the whole community, including those who are not typically served well by existing transportation services or existing public feedback processes.

PROJECT AREA PROFILE

- Description of how the Project Area is located within an eligible geography.
- Description of the boundaries of the Project Area in one of the following ways:

- If Project Area boundaries are the same as census tract boundaries, list the census tracts.
- Describe the boundaries using street names and cross streets.
- Provide a map showing the geographic boundaries and attach it to your application.
- Description of the population size of the project area with source.
- Indication of whether submission includes application(s) for project area(s) that are located entirely inside unincorporated areas (i.e., no city government represent the area)

BUDGET SUMMARY

- Description of total estimated project costs during the 12-month Voucher Agreement Term, itemized by project cost components.

REQUIRED ATTACHMENTS

- Community Transportation Needs Assessment Voucher Budget Worksheet
- Letters of Commitment and Support
- Applicable supportive documents to determine eligibility (e.g., non-profit corporation documents)

APPENDIX C- Clean Mobility Provider Directory

The Program Administrator has developed a Clean Mobility Options Mobility Provider Directory (Directory) to facilitate partnerships with CMO Voucher applicants. The Directory serves as an informational resource to:

- a. Support lead applicants and Awardees in identifying operators and other applicable services suitable for their communities in an informed and timely fashion.
- b. Ensure that voucher Awardees who did not include a partner in their application with the required one year of experience operating a mobility service can identify an experienced operator in a streamlined manner by selecting one from the Directory.
- c. Allow the CMO Program Administrator to effectively communicate and share information about offerings from interested operators and service providers.
- d. Provide statewide exposure for eligible operators and service providers interested in joining project teams.

The organization must meet two minimum qualification criteria to be included in the Directory:

1. Organizations must have at least one year of experience operating mobility services.
2. Organization must be registered to conduct business in California and in good standing with the California Secretary of State.

The Directory is updated with new providers on a regular basis. The current version can be downloaded at www.cleanmobilityoptions.org. Organizations may be removed from the Directory at CARB or the Program Administrator's discretion.

This list is provided to applicants as a resource for project development. Please note that being on the Directory list does not necessarily reflect the views and policies of the California Air Resources Board, nor does the mention of trade names or commercial products as a result of being on the directory constitute endorsement or recommendation for use.

APPENDIX D – CEQA Compliance and Permitting Requirements

Each proposed infrastructure installation (e.g., electric vehicle supply equipment or hydrogen refueling station) may be subject to California Environmental Quality Act (CEQA) compliance, as well as permitting and other requirements. Such proposals must adhere to the requirements specified in this Appendix.

CEQA COMPLIANCE INFORMATION

The California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000 et seq.) requires public agencies to identify the significant environmental impacts of their discretionary actions and to avoid or mitigate them, if feasible. Under CEQA, an activity that may cause either a direct or a reasonably foreseeable indirect physical change in the environment is generally considered a project. An activity funded by a grant may be considered a project under CEQA if it will cause a direct or reasonably foreseeable indirect physical change in the environment. Agencies must comply with CEQA before they are discretionally approved for a project. For projects that are exempt from CEQA, agencies may prepare a Notice of Exemption (an example is provided for reference).

Before applicants submit a Mobility Project Voucher Application, applicants must be certain that the project is eligible for a CEQA exemption. Due to the limited expenditure timeframes involved in this program, projects that are not exempt from CEQA will not be eligible for CMO Voucher Pilot Program funding. Applicants must submit a Notice of Exemption or Resolution of Public Agency or Agenda Item approving Exemption within 12 months of the Voucher Agreement execution date or prior to the first payment request associated with infrastructure costs, whichever is sooner. The Program Administrator must ensure that any applicable requirements of the CEQA have been met by the Awardee, as well as any applicable permitting requirements before any funding be disbursed by the Program Administrator.

Applicants must submit a CEQA Worksheet (Appendix D - Attachment 1) to the Program Administrator for each proposed infrastructure installation as part of their payment request for infrastructure. The applicant shall provide a detailed description of the project and all of its components, as well as any direct physical changes and reasonably foreseeable indirect changes to the surrounding environment. In order to minimize or avoid adverse environmental impacts, this funding program may only accept applications for proposed projects to be sited where similar infrastructure already exists (e.g., installing electric vehicle supply equipment where electrical infrastructure already exists, or installing a hydrogen refueling station at an existing fueling station or industrial facility).

Prior to receiving voucher funds, the applicant must provide definitive documentation from the local lead agency showing the CEQA process has been completed. If no CEQA review is required by a local lead agency, provide definitive documentation from the local lead agency explaining why not.

The applicant must provide the following information as it pertains to the proposed project prior to receiving any voucher funds associated with infrastructure costs:

A. Proposed Station Location: The applicant must provide the specific address or equivalent location information for the proposed station, equipment, fill system(s), and/or dispensing unit(s).

B. Permits: The applicant must identify the permits necessary for the project with the proposal narrative.

C. Project Impacts: The applicant must describe the direct physical changes and reasonably foreseeable indirect changes to the surrounding environment that may result from the project.

D. CEQA Lead Agency: The lead agency is the public agency that has the greatest responsibility for carrying out or approving a project and for preparing environmental review documents under CEQA. Where the applicant (potential Awardee) is a public agency, the lead agency is typically the applicant. If there are multiple public agencies acting in concert for one project, then the agency which acts first on the project will normally be the lead agency. Where the applicant is a private entity, the lead agency is the public agency that has the greatest responsibility for approving the project as a whole. When issuing contracts, grants, or loans, CARB is typically a Responsible Agency under CEQA, which means that it must make CEQA findings based on review of the lead agency's environmental documents. If CARB is the only public agency with responsibility for approving the project, then CARB may act as the lead agency and prepare its own environmental documents (based on analysis provided by the applicant). The lead agency will be identified using the following process.

1. Where the proposed project would require a discretionary approval from another permitting agency, the applicant must identify the CEQA lead agency in the application and include documentation demonstrating that contact has been made with the lead agency with jurisdiction over the project for purposes of complying with CEQA. The documentation may be in the form of a letter from the lead agency that is stamped as received by the local agency.

2. If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the applicant to satisfy CEQA requirements.

Regardless of which agency is the lead agency for a proposed project, the applicant shall be responsible for all costs associated with preparation of environmental review documents. The applicant may also be required to retain a consultant to perform environmental studies as appropriate. The Program Administrator may pay the applicant for these activities. The applicant shall also be responsible for all costs associated with defending any legal challenge against the Voucher Agreement or the environmental review documents prepared in support of entering into the Voucher Agreement.

A. CEQA Compliance Where the Proposed Project Would require a Discretionary Approval From Another Permitting Agency (i.e., another permitting agency serves as the Lead Agency):

3. Exempt Projects: If the lead agency determines that the proposed project is exempt from CEQA or not a “project” for purposes of CEQA, the applicant must submit proof of such a determination as well as a legally adequate, properly filed Notice of Exemption or proof that more than 180 calendar days have elapsed since the agency’s decision to carry out or approve the project to the Program Administrator within 9 months of the Voucher Agreement execution date or prior to the first payment request associated with infrastructure costs, whichever is sooner. Additionally, the applicant must provide detailed information on why the project meets the applicable statutory or categorical exemption and why no exceptions to the categorical exemptions apply (see CEQA guidelines Section 15300.2). The applicant shall provide substantial evidence, as that term is defined under CEQA guidelines section 15384, that support the lead agency’s conclusion. For example, for a Class One Categorical Exemption (California Code of Regulations (CCR), Title 14 Section 15301), the applicant should provide documentation showing that the project is located at an existing facility that involves negligible or no expansion of an existing use.

i. Ministerial or “Common Sense” Exemptions: If the lead agency exempts a proposed project under the “ministerial” or “common sense” exemptions (CCR, Title 14, Section 15268 and Section 15061, subd. (b)(3), respectively), the applicant shall provide details on whether the project meets some other statutory or categorical exemption. For example, the applicant should not simply state that a 100 percent renewable hydrogen project is exempt under the commonsense exemption.

4. In accordance with CEQA requirements, CARB may review each project application and consider the facts and circumstances of each project application (including the project’s reasonably foreseeable direct and indirect impacts) before determining whether the lead agency’s CEQA review findings and documentation are adequate.

B. CEQA Compliance Where the Proposed Project Would Not Require a Discretionary Approval from Another Permitting Agency: If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the applicant to satisfy CEQA requirements. The applicant must provide CARB with detailed information regarding the project description why the project would qualify for any CEQA exemptions, and why no exceptions would apply pursuant to CEQA Guidelines Section 15300.2. In accordance with CEQA requirements, CARB will review each project application, and consider the facts and circumstances of each project application (including the project’s reasonably foreseeable direct and indirect impacts) before determining the level of required environmental review. As noted above, the applicant shall be responsible for all costs associated with preparation of environmental review documents. The applicant may also be required to retain a consultant to perform environmental studies as appropriate. The Program Administrator may pay for these activities.

C. Other Relevant CEQA Information: The applicant shall submit any other relevant CEQA documentation or information that will assist CARB or the Program Administrator in confirming CEQA compliance.

Within a proposal, the applicant is encouraged to fully document efforts completed or underway to achieve CEQA compliance. This includes, but is not limited to, CEQA compliance documentation, completed or scheduled pre-application meetings with the local CEQA lead agency, or documentation of contact with CEQA lead agency.

PERMITTING

The Applicant must include information in their application that describes their plans to obtain permits for each proposed infrastructure installation. The Governor’s Office of Business and Economic Development is available to provide permitting assistance. Contact information is available below:

Mr. Tyson Eckerle

Phone: 916-322-0563

Email: tyson.eckerle@gov.ca.gov

PHOTOGRAPHIC EVIDENCE OF THE LOCATION LAYOUT

The application must provide photographic images with both date and time stamps of all intended locations. The images must show the station ingress and egress.

EXAMPLE NOTICE OF EXEMPTION

To: County Clerks, Counties of Sonoma, Marin, and Napa

From: San Andreas Transit Agency

Project Title: Electric Vehicles and Data Collection Project

Project Location: The following locations have been identified at existing facilities in California for participation in this proposed technology demonstration project: 1) 123 Sample Lane, Glen Ellen, CA, Sonoma County; 2) 321 Environmental Court, Mill Valley, CA, Marin County; 3) 467 Sky St., St. Helena, CA, Napa County.

Description of Nature, Purpose, and Beneficiaries of Project: The San Andreas Transit Agency has partnered with an original equipment manufacturer (OEM) to test and deploy heavy duty battery electric vehicles (HDBEV) and zero emission on-road and off-road equipment and install onsite energy efficiency measures at five warehouse or freight facilities. The project is expected to include the following activities at the five facilities:

123 Sample Lane, Glen Ellen, CA: 1) Test and deploy four Smith heavy duty battery electric vehicles (HDBEVs), two battery electric vehicle (BEV) yard tractors, and 10 BEV forklifts; and 2) install one megawatt (MW) of solar panels, one 150-kilowatt (kW) charger, two 50 kW chargers,

12 Level 2 chargers for equipment, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

321 Environmental Court, Mill Valley, CA, Marin County: 1) Test and deploy seven commercial Class 8 HDBEVs for rental; and 2) install one 150 kW charger, two 50 kw chargers, one 80 kw mobile charger, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

467 Sky St., St. Helena, CA, Napa County: 1) Test and deploy one Smith HDBEV (pilot), eight commercial Class 8 HDBEVs for rental, and one Class 3 BEVs; and 2) install one 150 kw charger, four 50 kW chargers, two 80 kW mobile chargers, five Level 2 workplace chargers, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

The locations affected by the proposed project are at existing facilities located in industrial and commercial areas, which have already been graded, disturbed, paved, and have existing structures. The HDBEV and zero emission on-road and off-road equipment will replace service currently provided by diesel powered equipment. Installation and deployment of the charging infrastructure would require limited alteration activities such as minor trenching for electrical conduit, delivery and placement of prefabricated electric vehicle (EV) charging equipment, and minor paving and concrete activities to restore the disturbed surfaces and installation of solar panels will occur on top of existing facilities. Additionally, onboard data collectors will collect data (vehicle miles travelled, hours of operation, battery performance, etc.) on each truck and equipment. The information collected through the project will measure performance and provide data to help further research into electric vehicles and supporting infrastructure.

Public Agency Approving Project: San Andreas Transit Agency

Agency Carrying Out Project: San Andreas Transit Agency

Exempt Status:

CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule

CEQA Guidelines Section 15301(a) – Existing Facilities

CEQA Guidelines Section 15303(d) – New Construction or Conversion of Small Structures

CEQA Guidelines Section 15304(f) – Minor Alterations to Land

CEQA Guidelines Section 15306 – Information Collection

Reasons why project is exempt: San Andreas Transit Agency staff has reviewed the proposed project pursuant to: 1) CEQA Guidelines Section 15002(k) - General Concepts, the three-step process for deciding which document to prepare for a project subject to CEQA; and 2) CEQA Guidelines Section 15061 - Review for Exemption, procedures for determining if a project is exempt from CEQA. In addition, San Andreas Transit Agency staff contacted planning staff at each planning department with jurisdiction over the EV Charging sites and each treat these

installations as ministerial (e.g., exempt from CEQA review). San Andreas Transit Agency staff has determined that it can be seen with certainty that there is no possibility that the proposed project to develop and demonstrate zero emission heavy-duty trucks, freight handling equipment, EV infrastructure and renewable energy may have a significant adverse effect on the environment. Therefore, the project is considered to be exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule. The project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(a) – Existing Facilities, because the proposed project involves only minor physical modifications or alterations to existing facilities involving electrical conveyances. Further, because implementation of the project may also involve improvements to electrical extensions and installation of solar panels on top of existing facilities requiring new construction or the conversion of small structures, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303(d) – New Construction or Conversion of Small Structures. Similarly, because the project may involve minor trenching and backfilling where the surface will be restored, as well as solar panel installation on top of existing facilities, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15304(f) – Minor Alterations to Land. Finally, because the overarching purpose of the project is to conduct research for the purpose of collecting data on the use of electric vehicles and EV charging units, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15306 – Information Collection. Further, staff has determined that there is no substantial evidence indicating that any of the exceptions to the categorical exemptions apply to the proposed project pursuant to CEQA Guidelines Section 15300.2 – Exceptions. Therefore, the proposed project is exempt from CEQA.

Date of Project Approval: San Andreas Transit Agency Governing Board Hearing: March 18, 2019

CEQA Contact Person:

Phone Number:

Email:

Fax:

Rule Contact Person:

Phone Number:

Email:

Fax:

Date Received for Filing:

Signature: Giulia Patton, San Andreas Transit Agency, CEQA Section

ATTACHMENT 1. California Environmental Quality Act Worksheet

This attachment must be submitted for proposed infrastructure installation as part of the payment request for infrastructure (e.g., electric vehicle supply equipment, bicycle storage units) if applicable.

The California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 et seq.) requires public agencies to identify the significant environmental impacts of their actions and to avoid or mitigate them, if feasible. Under CEQA, an activity that may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment is called a “project” (Public Resources Code Section 21065). Agency compliance with CEQA may include preparing a Notice of Exemption or conducting an Initial Study and preparing a Negative Declaration, a Mitigated Negative Declaration, or, if there are significant impacts, an Environmental Impact Report.

Before applicants submit a Mobility Project Voucher Application, applicants must be certain that the project is eligible for a CEQA exemption. Due to the limited expenditure timeframes involved in this program, projects that are not exempt from CEQA will not be eligible for CMO Voucher Pilot Program funding.

The Lead Agency is the public agency that has the greatest responsibility for preparing environmental documents under CEQA, and for carrying out, supervising, or approving a project. Where the applicant (potential Awardee) is a public agency, the Lead Agency is typically the applicant. Where the applicant is a private entity, the Lead Agency is the public agency that has the greatest responsibility for supervising or approving the project as a whole. When issuing contracts, grants, or loans, the California Air Resources Board (CARB) is typically a “Responsible Agency” under CEQA, which means that it may make its own CEQA findings based on review of the Lead Agency’s environmental documents. If CARB is the only public agency with responsibility for approving the project, then CARB may act as the Lead Agency and prepare its own environmental documents (based on analysis provided by the applicant).

This worksheet will help CARB determine what kind of CEQA review, if any, is necessary, and which agency will be performing that review as a Lead Agency. The Program Administrator must ensure that any applicable requirements of the CEQA have been met by the applicant, as well as any applicable permitting requirements before any funding be disbursed by the Program Administrator.

See this page for the worksheets. Make copies as necessary to submit with the payment request.

Please answer all questions in the worksheet below as completely as possible. The Program Administrator or CARB may request additional information in order to clarify responses provided on this worksheet.

1. Please provide a detailed summary below of the proposed project and project location (use additional sheets if necessary)
 2. What are the physical aspects of the project? (Check all that apply and provide a brief description of work, including any size or dimensions of the project.) Additionally, provide site layout figure(s) showing locations of new or modified infrastructure, trenching, grading, paving, etc. Such figure(s) need not be engineering-grade; they simply should show the locations of the anticipated project components at the site. (Attach additional sheets as necessary.)
 3. Where is the project located or where will it be located? Additionally, specify where on the referenced property address the project components will be located by providing site layout figure(s) showing locations of new or modified infrastructure, trenching, grading, paving, etc. Such figure(s) need not be engineering-grade; they simply should show the locations of the anticipated project components at the site. (Attach additional sheets as necessary.)
 4. Will the project potentially have environmental impacts that trigger CEQA review? (Check a box and explain the answer for each question. Additionally, please provide a complete description of any direct physical changes and reasonably foreseeable indirect changes to the environment that may result from the project. Please provide as much detail as possible. You may provide additional information on supplemental pages as necessary.)
 5. Will the project require discretionary permits or determinations, as listed below?
 6. Of the agencies listed in #4, have you identified and contacted the public agency who will be the lead CEQA agency on the project?
 Yes. Provide the name and contact information for the lead agency.
 No. Explain why no contact has been made and/or a proposed process for making contact with the lead agency.
 7. If you identified an agency with discretionary approval authority over the project (see Item 4 above), has the public agency prepared environmental documents (e.g., Notice of Exemption, Initial Study/Negative Declaration/Mitigated Negative Declaration, Environmental Impact Report, Notice of Determination) under CEQA for the proposed project?
 Yes. Please complete the following and attach the CEQA document to this worksheet. (For "Not a project," the title of the document may be an e-mail, resolution, or letter.)
 No. Explain why no document has been prepared. Propose a process for obtaining lead agency approval and estimated date for that approval (must occur before CARB will approve the grant).
- Certification: I certify to the best of my knowledge that the information contained in this worksheet is true and complete. I further certify that I am authorized to complete and sign this form on behalf of the proposing organization.

Name:

Title:

Signature:

Phone Number:

Email:

Date:

APPENDIX E- Hydrogen Refueling Station Requirements

I. MINIMUM TECHNICAL REQUIREMENTS

To be eligible under this program, applications that include a hydrogen refueling station to be funded as part of the project must, at a minimum, meet each of the following minimum technical requirements. Applications that include hydrogen refueling infrastructure must be located where similar infrastructure already exists (e.g., installing a hydrogen refueling station at an existing fueling station or a commercial or industrial facility). Applications including the use of an existing hydrogen station for refueling project vehicles must provide assurances that the station can meet all refueling needs of the project vehicles in terms of refueling pressure, vehicle storage, hydrogen quality, safe refueling, and other requirements described herein.

A. Hydrogen Quality

Hydrogen dispensed at the station shall meet the requirements adopted by the Department of Food and Agriculture Division of Measurement Standards, and found in Title 4, Division 9, Chapter 6, Article 8 of the California Code of Regulations (CCR), Automotive Products Specifications. The regulation adopts by reference the Society of Automotive Engineers (SAE) International J2719: "Hydrogen Fuel Quality for Fuel Cell Vehicles," most recent version (www.sae.org). Hydrogen dispensed at the station shall also comply with Compressed Gas Association (CGA) G-5.3-2017 specification guidelines for gaseous and liquid hydrogen for fuel cell applications developed by the Compressed Gas Association. A hydrogen refueling station must undergo and pass the hydrogen purity test under all the following circumstances: before being considered operational; every 6 months thereafter; and when the hydrogen lines are potentially exposed to contamination due to maintenance or other activity. The applicant must employ and provide a narrative of the best practices that ensure continued adherence to hydrogen purity standards.

A. Fueling Protocols

The station/dispenser(s) shall meet the appropriate SAE International standards for the vehicles being fueled, which for light duty vehicles, includes SAE J2601, "Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles, most recent version; and for medium duty vehicles, includes SAE J2601/2, "Fueling Protocol for Gaseous Hydrogen Powered Heavy Duty Vehicles," most recent version (www.sae.org). The applicant must describe how the fueling protocol and equipment at the station match project vehicle requirements.

B. Fire and Safety Awareness, Prioritization, and Adherence

To the extent practicable and with consideration of local ordinances, applicants should meet the requirements of the following California Fire Code sections: Chapter 23 – Hydrogen Motor Fuel Dispensing and Generation Facilities; Chapter 53, Section 5301.1 – Compressed Gasses; and Chapter 58, Section 5801.1 – Flammable Gasses and Flammable Cryogenic Fluids, all of which incorporate by reference National Fire Protection Association (NFPA) 2: Hydrogen Technologies Code: most recent edition, <http://www.nfpa.org>, as a guideline for hydrogen refueling station design.

D. Dispenser Pressure

Each hydrogen refueling station identified for the project that dispenses gaseous hydrogen into onboard storage tanks of light duty vehicles shall dispense fuel at 700 bar, shall follow the appropriate SAE International fueling protocol (e.g., SAE J2601, Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles”, most recent version), and shall comply with the most recent version of CSA Group (formerly Canadian Standards Association, CSA) Hydrogen Gas Vehicle (HGV) 4.3 Test Methods for Hydrogen Fueling Parameter Evaluation. Dispensing hydrogen at 350 bar is optional, but it is required to match the fueling requirements of project vehicles. The applicant must describe how the station will accommodate refueling all project vehicles and describe how they will document compliance with the appropriate SAE standard (J2601 and, if applicable, J2601/2).

E. Hydrogen Dispensing

For applications including a hydrogen station that intends to sell gaseous hydrogen by the kilogram, the applicant must:

1. Demonstrate that the hydrogen dispensers conform to the specifications and tolerances specified in CCR, Title 4, Division 9 Measurement Standards, Chapter 1. Tolerances and Specifications for Commercial Weighing and Measuring Devices, Article 1, National Uniformity, Exceptions and additions, Sections 4001, Exemptions, and 4002. Additional Requirements, Subsection 4002.9 Hydrogen Gas Measuring Devices (3.39); and
2. Satisfy the technical requirements of U.S. Department of Commerce/National Institute of Standards and Technology (NIST), specifications Tolerances, and Other Technical Requirements for Weighing and Measuring Devices as adopted by the 102nd National Conference on Weights and Measures 2017, NIST Handbook 44, 2018.

In addition, for a hydrogen station that intends to sell hydrogen by the kilogram, the application must describe how payment will be accepted at the point of sale, acceptable payment methods, and how sales transactions will be recorded.

Applications with hydrogen stations that do not intend to sell gaseous or liquid hydrogen by the kilogram must explain how they will quantify hydrogen fuel dispensed and the estimated degree of accuracy. Hydrogen stations funded through this program will be required to quantify hydrogen dispensed on a quarterly basis.

F. Hydrogen Dispensers

The station/dispenser(s) shall be capable of meeting or exceeding the National Fire Protection Association (NFPA) 2: Hydrogen Technologies Code, most recent edition, www.nfpa.org. Hydrogen connectors, nozzles and receptacles must meet all requirements of SAE J2600: Compressed Hydrogen Surface Vehicle Fueling Connection Devices and pass all J2600 testing to be considered SAE J2600 compliant.

G. Vehicle to Station Communications

The station shall meet the requirements of SAE J2799: Hydrogen Surface Vehicle to Station Communications Hardware and Software, 2014.

H. Station Design Requirements

Hydrogen stations for light-duty vehicles, trucks and SUVs up to 14,000 lbs. Gross Vehicle Weight Rating must comply with CSA HGV 4.9 Hydrogen Fueling Station standards, which specify design, installation, operation and maintenance of brick-and-mortar and modular gaseous hydrogen fueling stations for light-duty vehicles. Hydrogen refueling stations must have a plan in place for continued refueling of project vehicles in the event that the existing station goes off-line. The applicant must provide a detailed plan, equipment list, and performance specifications to show they are able to obtain and contract for temporary fueling from an experienced supplier.

I. Release Reporting

Hydrogen stations shall comply with the hazardous materials release reporting requirements contained in California Health and Safety Code Section 25510(a).

J. Renewable Hydrogen

Applications must demonstrate compliance with the minimum Renewable Hydrogen Requirements and the data collection requirements detailed in Section III of this Appendix. This compliance may be met considering all stations and fuel dispensed included in the application for which the applicant is applying for funding under this program.

II. MOBILE REFUELERS REQUIREMENTS

Mobile refuelers may be used to provide additional capacity on a temporary basis to support high use areas, remote areas, or as a backup for outages. Applications that request funding for mobile refuelers must meet US Department of Transportation (DOT) standards for moving flammable gases (the primary relevant regulation is 49 CFR 173.301.).^{80[1], 81[2]} For planning to comply with DOT standards, the Compressed Gas Association TB25 “Design Considerations for

^{80[1]} <https://www.fmcsa.dot.gov/regulations/hazardous-materials/how-comply-federal-hazardous-materials-regulations>

^{81[2]} 49 CFR 173.301 “General requirements for shipment of compressed gases and other hazardous materials in cylinders, UN pressure receptacles and spherical pressure vessels.” This regulation incorporates CGA – TB25 “Design Considerations for Tube Trailers” by reference, highlighted here for its direct application to mobile fuelers.

Tube Trailers” which has been incorporated by reference into 49 CFR 173.01, offers a solid starting point to be used for performing analysis or performance testing. For composite tanks commonly used to store hydrogen, DOT standards will require a full range of testing to verify integrity.

It is recommended that manufacturers of mobile refuelers contact the Pipeline and Hazardous Materials Safety Administration (PHMSA) at DOT prior to testing to ensure tests and methods meet all requirements.

The hydrogen dispenser(s) shall be capable of meeting or exceeding the National Fire Protection Association (NFPA) 2: Hydrogen Technologies Code, most recent edition, www.nfpa.org. Hydrogen connectors, nozzles and receptacles must meet all requirements of SAE J2600: Compressed Hydrogen Surface Vehicle Fueling Connection Devices and pass all J2600 testing to be considered SAE J2600 compliant.

III. RENEWABLE HYDROGEN REQUIREMENTS

The hydrogen refueling station(s) funded under this program shall dispense renewable hydrogen to comply with the requirements specified in the California Air Resources Board Low Carbon Fuel Standard regulation, of the California Code of Regulations Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Sub-article 7, Section 95481(a)(124) “Definitions - Renewable Hydrogen;” and Section 95486.2(a)(4)(F) “Hydrogen Refueling Infrastructure (HRI) Pathways – Requirements to Generate HRI Credits.”

Applications that request funding for proposed hydrogen refueling station(s) must provide a plan for ensuring that dispensed hydrogen is generated using at least 33 percent eligible renewable resources (i.e., feedstocks or electricity) as detailed below. This plan must detail the process used to generate the hydrogen, the location where the hydrogen will be generated (i.e., at the proposed hydrogen station site or at an off-site production facility), the eligible renewable resources used to generate the hydrogen, and how the applicant will track and provide verifiable evidence that the dispensed hydrogen is generated from at least 33 percent eligible renewable resources.

A. Eligible Renewable Feedstocks

Eligible renewable feedstocks include:

- Biomethane or biogas such as biomass, digester gas, landfill gas, sewer gas, or municipal solid waste gas.
- Other feedstocks may be eligible if the Application demonstrates that the proposed feedstock is sustainably produced, reduces greenhouse gas emissions compared to the petroleum baseline, and achieves the Sustainability Goals of the Alternative and Renewable Fuel and Vehicle Technology Program Regulations (20 CCR 3101.5).

B. Eligible Renewable Electricity Sources

Eligible renewable electricity sources include facilities that use the following:

- Fuel cells using renewable fuels
- Geothermal
- Small hydroelectric (30 megawatts or less)
- Ocean wave
- Ocean thermal
- Tidal current
- Photovoltaic (PV)
- Solar Thermal
- Wind
- Biomass digester gas
- Municipal solid waste conversion (non-combustion thermal process)
- Landfill gas

C. Required Information

For hydrogen produced directly from eligible renewable feedstocks, applications must include information about the source of the feedstock(s); how the feedstocks will be processed into fuel; and how the fuel will be transported, stored, and ultimately dispensed at the proposed station(s). For hydrogen generated from electricity (e.g., electrolysis), applicants must describe source(s) of eligible renewable electricity that satisfy the conditions outlined below in Section D.

Once a project hydrogen station is operational, the Lead applicant will be responsible for ensuring that data is provided to the Program Administrator on a quarterly basis regarding hydrogen production, delivery, and dispensing for the purposes of carrying out the project. Data collection will include but not be limited to:

- For all stations – performance data including quantity of fuel produced and dispensed, energy used for hydrogen production, storage, cooling, compression, and dispensing, estimated cost to produce fuel, fueling times, station down time, servicing and maintenance information, and driver/operator feedback on refueling.
- For a station generating hydrogen from electrolysis – documentation of electricity and water used for hydrogen generation, power generated from on-site sources and attributed to onsite hydrogen production, and if applicable, power obtained through other eligible sources.

- For a station producing hydrogen from eligible renewable feedstocks – amount of biogas or other renewable feedstock (in mega joules), total amount of fossil natural gas from the pipeline (in mega joules) or other fuel used for hydrogen generation and steam production, and total electricity and water usage for hydrogen generation, storage, compression and dispensing.

All data will be recorded on the NREL Data Collection Tool,⁸² or another format as specified by CARB or the Program Administrator.

D. Renewable Electricity Requirements

Renewable electricity used for hydrogen generation may be:

1. Generated from one or more eligible electricity sources (listed above- Appendix E. III. B) that meet the requirements under California Public Utilities Code section 399.12, and are co-located with the refueling station site or located on property owned by the hydrogen producer, and produce no additional renewable attributes such as renewable energy certificates; or
2. Obtained through a program with eligibility requirements that match or are more stringent than the Green Tariff Shared Renewables program under the California Public Utilities Code sections 2831-2833.

E. Biogas Requirements

Biogas or biomethane used for hydrogen generation may be:

- (1) Physically supplied directly to the hydrogen production facility; or
- (2) Injected as certified Renewable Natural Gas (RNG) into a common carrier pipeline in North America (and thus commingled with fossil natural gas) and reported as an input to hydrogen production, provided the following conditions are met:
 - a. The quantity of RNG (and all associated environmental attributes) injected into the pipeline must be accompanied by documents linking the environmental attributes of the injected RNG to the corresponding quantities of natural gas withdrawn for hydrogen production. Documents include monthly invoices showing quantities of RNG sourced and the contracted price per unit, and the contract by which the hydrogen producer obtained the environmental attributes.
 - b. The quantity of RNG (and all associated environmental attributes) injected into pipeline in one calendar quarter must match the quantity of pipeline natural gas sold as RNG for hydrogen production no later than the following calendar quarter.

⁸² The NREL Data Collection Tool is Attachment 11 of GFO-15-605 – Light Duty Vehicle Hydrogen Refueling Infrastructure located on the California Energy Commissions Contracts webpage. <http://www.energy.ca.gov/contracts/GFO-15-605/>.

F. Verification

CARB will verify, based on the information provided in the application, whether the renewable hydrogen requirement is met.

G. SB 1505 Disclaimer

The 33 percent Renewable Hydrogen Content requirement is a condition to participate in this program. This is separate and distinct from CARB's sole authority to regulate the renewable hydrogen content requirements for hydrogen refueling stations under Health and Safety Code, Section 43869 (commonly referred to as Senate Bill 1505 or SB 1505). Fulfilling the 33 percent Renewable Hydrogen Content requirement in this program does not guaranty or warranty in any way that hydrogen refueling stations funded under this program will meet any standards or regulations that CARB may adopt in the future for hydrogen refueling stations pursuant to the authority in SB 1505. The applicant will be solely responsible for complying with such standards and regulations as applicable, including funding its compliance with them.

APPENDIX F- Data Collection Requirements

The Program Administrator team is conducting a project evaluation for both Mobility Project Voucher and Community Transportation Needs Assessment Voucher across a series of indicators. This evaluation intends to assess the Awardee's perceptions of the administrative process, capacity building, overall program, and improvement of mobility equity, climate resilience, and accessibility in program communities. The Program Administrator will provide each Awardee with an evaluation framework document during orientation activities. This framework includes all measured indicators and, for Mobility Project Awardees, will consist of a site-specific logic model based on the Awardee's application and proposed project design. The Program Administrator may also request Awardee support to arrange community interviews or focus groups to collect data for the program evaluation process.

Awardee is responsible to collect, monitor, and report required project data for the duration of the Voucher Agreement Term. Awardee is responsible for obtaining telematics devices that collect the data requirements in this section. The Program Administrator will coordinate with the Awardee to obtain these data, administer surveys to participants to collect usage data and other information as specified in this document, and confirm a process for reporting. The Program Administrator will also provide all reporting forms and survey templates with required questions.

The program evaluation consists of the following components:

A. Greenhouse Gas (GHG) Emission Reductions Estimates (See Section F-1)

The Program Administrator will calculate an initial estimated GHG emission reduction for each project based on data provided by the Mobility Project Voucher Awardee, using CARB's most updated quantification methodology. The Program Administrator team will provide forms with prefilled data when available for Awardee completion and confirmation during orientation. Data for GHG emissions must be completed and submitted by the first quarterly status data reporting or Operations Launch, whichever occurs first. If a project includes more than one service model, separate estimations are required for each service.

B. User Surveys (See Section F-2)

Awardees must administer user surveys throughout the Voucher Agreement Term. For Mobility Project Vouchers, all surveys will be provided by the Program Administrator with consistent language across all projects. The Program Administrator will host the survey on a secure third-party platform. A no-cost license for the platform will be provided to the Awardee. **There are four required types of surveys to be deployed for Mobility Project Vouchers, and there are two required types of surveys to be deployed for Community Transportation Needs Assessments.** The Program Feedback Survey is required to be responded to by all awardees as requested by the Program Administrator as part of project status reporting. The final Program

Feedback Survey must be completed at the end of the Voucher Agreement Term or project completion (whichever occurs first) as part of the final project status report. Sample question topics for each survey are listed below. Questions are subject to change, given updates and refinements to the evaluation framework.

1. Intake/Sign-Up Surveys: Deployed either during planning and construction phase or beginning at Operations Launch as residents begin to use the services
2. Post-Trip Surveys: After a designated intake period, post-trip surveys will be deployed to capture travel activities, service feedback and satisfaction throughout the Operations Period
3. User Surveys: Beginning at least 1 year from Operations Launch and 6 months before the end of the Voucher Agreement Term a user survey will be deployed to capture behavior change and service feedback and satisfaction
4. Community Engagement Survey: During or after a community engagement event Awardees are encouraged to request feedback from attendees, otherwise the required questions will be included in the intake/sign-up surveys and/or user surveys deployed throughout the Voucher Agreement Term
5. Program Feedback Survey (Awardees Only): A survey will be issued to all awardees on a regular basis to gather feedback across specific indicators. Survey responses should be submitted at the same time as project status reporting.

C. Project Status Reporting (See Section F-3)

Awardees must submit project data with their Quarterly Status Reports as required throughout the Voucher Agreement Term. There are five project data reports required:

1. Vehicle and Infrastructure Equipment Specifications
2. Vehicle and Infrastructure Equipment Operations
3. Job Creation and Workforce Development
4. Membership/Participation Data
5. Community Engagement and Outreach

Any data collected that contains personally identifiable information (PII), such as the names, personal phone numbers, and home addresses, should be secured and protected. **All information and data collected as a response to the Clean Mobility Voucher Pilot Program's data collection requirements is the property of CARB and will become a public record. As such, any information or data that contains PII should only be reported in aggregate, with PII removed, or only retained for contact purposes.** All data trip information collected via telematics and surveys is subject to availability. If installation of telematics hardware is found to be infeasible, the applicant may request an exemption from this requirement and propose an

alternative approach to collecting necessary location and usage data to the Program Administrator, who will consider such requests on a case-by-case basis as detailed and agreed to by the Awardee in Terms and Conditions Chapter III.V.1.e. If this is found to be the case an explanation and plan to satisfy data collection requirements must be provided to the Program Administrator at least 60 days before Operations Launch.

Sections F-1 through F-3, below, list the data elements requested to complete a program evaluation for all the projects receiving voucher funds under the Clean Mobility Voucher Pilot Program. All data is required with the following exceptions: To ensure PII is not compromised, if applicable and requested by the Program Administrator data should be aggregated in such a way as to not reveal PII. The Program Administrator will work with the Awardee to ensure PII collection is limited to only necessary information to conduct appropriate data analysis. The Program Administrator reserves the right to require additional data elements beyond what is presented below.

Section F-1. Minimum Items for GHG Emissions Reductions Estimates

A. Operational Data for GHG estimations (all services)

- a. Estimated average occupancy per vehicle in year 1 and last year of Voucher Agreement
- b. Estimated average number of vehicles in year 1 and last year of Voucher Agreement
- c. Estimated average number of vehicle trips in year 1 and last year of Voucher Agreement
- d. Estimated average trip length
- e. Estimated annual average number of fares
- f. Estimated annual average number of subsidies
- g. Estimated average value of each subsidy (per subsidy)

B. Public Transit Data (only for bicycle, carpool, vanpool, ride-on-demand services)

- a. Length of average passenger trip on public transit
- b. Estimated increase in public transit in Year 1 and final year

C. Bike Infrastructure (only for projects implementing quick-build or bike lanes)

- a. Existing bikeway class
- b. New bikeway class
- c. One-way facility length
- d. Current average daily traffic (vehicles trips per day)
- e. University Town with population <250,000 (yes/no)

- b. Number of key destinations within ¼ mile
- c. Number of key destinations within ½ miles

Section F-2 Minimum Items for Surveys

A. Intake/Sign-Up Survey

- a. Transportation barriers/constraints (e.g., financial, personal mobility limitations, distance, time)
- b. Basic demographic information (e.g., age, gender, race/ethnicity, primary language spoken, disability status, HH income, HH population, employment status, zip code, cross streets geographical classification)
- c. Unmet transportation and mobility needs (current and predicted)
- d. Travel destinations (current and predicted) (e.g., work commute, grocery shopping, medical appointments, school commute.)
- e. Travel patterns (e.g., frequency of use, average trip length, travel time)
- f. Vehicle access and fuel type
- g. Previous incentive program use
- h. Average annual auto miles traveled per year
- i. Perceived accessibility measures and mobility challenges
- j. Availability, reliability, and safety measures (e.g., vehicle availability, perceived comfort and safety of travel, use and access to vehicles and charging equipment)
- k. Perception of GHG emission and climate-related variables
- l. Perception of community and personal economic well-being
- m. Feedback from participants regarding the effectiveness of outreach efforts and materials (e.g., Engagement meetings attended, acknowledgment of views, perception of meeting diversity, satisfaction with event locations and times, language of materials)

B. Post Trip Survey

- a. Service satisfaction
- b. Mode replacement
- c. Travel Type, Destination/Origin
- d. Number of passengers
- e. General feedback

C. User Survey

- a. User experience (e.g., availability, capacity to meet travel needs, perceived safety, and any barriers)
- b. Basic demographic information (e.g., age, gender, race/ethnicity, primary language spoken, disability status, HH income, HH population, Employment status, zip code, cross streets to residence, geographical classification, etc.)
- c. Transportation barriers/constraints (e.g., financial, personal mobility limitations, distance, time)
- d. Unmet transportation and mobility needs (current and predicted)
- e. Travel destinations (current and predicted) (e.g., work commute, grocery shopping, medical appointments, school commute.)
- f. Travel patterns (e.g., frequency of use, average trip length, travel time)
- g. Vehicle access
- h. List of unmet transportation and mobility needs
- i. Primary purpose of using the service (e.g., work commute, grocery shopping, medical appointments, school commute)
- j. Perceived accessibility measures and mobility challenges
- k. Availability, reliability, and safety measures (e.g., vehicle availability, perceived comfort and safety of travel, use and access to vehicles and charging equipment)
- l. User experience of the advanced technology vehicles and equipment, e.g., vehicle availability, power, perceived safety, refueling/recharging experience, and any barriers
- m. User experience of how the service increased their accessibility
- n. Perception of GHG emission and climate related variables
- o. Perception of community and personal economic well-being

D. Community Engagement Survey (post-event)

- a. Feedback from participants regarding effectiveness of outreach efforts and materials
 - i. Number of meetings attended
 - ii. Perspectives and views acknowledged
 - iii. Satisfaction of input
 - iv. Satisfaction of report back to the community
 - v. Perception of meeting diversity

- vi. Event time and location satisfaction
- vii. Language of events and materials satisfaction

E. Program Feedback Survey (for Awardees only)

- a. Overall program satisfaction
- b. Ease of voucher payments and reporting requirements
- c. Technical Assistance Feedback
- d. Clean Mobility Equity Alliance attendance, ratings, and usefulness
- e. Satisfaction with tools and resources provided

Section F-3 Minimum Items for Project Status Reporting

A. Vehicle and Infrastructure Equipment Specifications (also required for capital acquisition payments)

- a. Vehicle specifications, e.g., new or used, manufacturer, model, model year, gross vehicle weight rating, fuel type, battery/fuel capacity (kWh/gallons/kg), charging equipment requirements
- b. Unique Vehicle ID (per vehicle)
- c. Age and current mileage for used vehicles
- d. Purchase/lease date, purchase/lease amount
- e. Registration date and date of next renewal (for vehicles)
- f. Insurance information and date of next renewal (for vehicles)
- g. Odometer reading for new and used vehicles
- h. First date of operation (for both vehicles and charging equipment)
- i. Unique Charging equipment ID (per piece of equipment)
- j. Charging equipment specifications (e.g., manufacturer, model, model year, serial number, charging power level, nameplate capacity of the installed equipment in amperage and kW for chargers, etc.)
- k. Site location for charging equipment (street address, if available, location types such as street, parking lot, hotel, multi-family housing, etc.)
- l. Number of EVSE or hydrogen refueling stations installed
- m. Number of charging ports⁸³

⁸³ A charging port provides power to charge only one vehicle at a time even though it may have multiple connectors.

B. Vehicle and Infrastructure Equipment Operations

- a. Number of vehicles in service
- b. Number of trips taken in total
- c. Average miles per kWh per vehicle
- d. Number of trips per vehicle
- e. Number of riders and passengers reported for each vehicle trip depending on mode
- f. Passenger ID, if applicable
- g. Vehicle usage (e.g., hours of operation per day, days of operation per year, vehicle downtime)
- h. Origin and destination location data or zone geography data including **(data should be submitted aggregated to limit in such a way as to not reveal PII exposure of users)**:
 - i. Trip start and end location
 - ii. Trip start and end time
 - iii. Trip length
- i. Fare associated with each trip (if applicable)
- j. Vehicle miles traveled (VMT) for each vehicle trip and total miles traveled
- k. Number of charging or refueling sessions per port
- l. Average kWh or kg dispensed per session and enumerated by charging power level (e.g. kWh dispensed at 50 kW charging port)
- m. Normal operating hours, average uptime, downtime, and explanations of variations
- n. Description of any accidents, incidents or events for vehicles and infrastructure including collisions, scheduled or corrective maintenance, and fueling/charging incidents, property crime (including vandalism), power grid loss, communication failures, or force majeure events.
- o. Time out of service due to event listed above (as available)
- p. Identified problems or concerns and proposed solutions (if applicable)

C. Job Creation and Workforce Training

- a. Employment Category (e.g., full-time, part-time, youth)
- b. Job Category (e.g., construction, procurement, consultant, administrative)
- c. Number of new workers who reside in priority populations

- d. Full-time equivalent hours
- e. Location of job (inside or outside priority population area)
- f. Date of job creation (start date)
- g. Workforce Training Sector (e.g., EVSE installation, Solar PV installation, bicycle maintenance)
- h. Date(s) of training
- i. Total number of participants at a training event
- j. Number of participants who reside in priority populations)
- k. Expected wages participants would receive as a result of the training

D. Membership/ Participation Data⁸⁴

- a. Number of participants and their membership type (e.g., standard, community, trial, student, senior)
- b. Total number of withdrawn memberships and reason, if available
- c. Number of fares per category
- d. Total amount of subsidies given
- e. Number of subsidies by type
- f. Total farebox revenue
- g. Total operating expenses
- h. Basic demographic information (e.g., age, gender, race/ethnicity, primary language spoken, disability status, HH income, HH population, Employment status, zip code, geographical classification, etc.) if collected during membership sign-up

E. Community Engagement and Outreach

- a. Schedule of community outreach and education conducted, materials used, and number of people contacted
- b. Method of outreach (e.g., online, flyer, door-to-door notice)
- c. Location, dates, and times of events
- d. Type of event (e.g., workshop, in-person meeting, webinar, educational forum)
- e. Purpose of event
- f. Approximate number of attendees

⁸⁴ Membership/participation data may be reported directly from reservation and fare collection information. The Program Administrator will coordinate with the Awardee to establish the reporting process.

- g. Representativeness of the community
- h. Number of speakers or other active participants
- i. Title of event
- j. A summary of key takeaways from the event
- k. Use of feedback
- l. Engagement of community leaders