

SUPPLEMENT NO. 4 TO MASTER FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And THE CITY OF RICHMOND
For the CAR SHARING AND MOBILITY HUBS IN AFFORDABLE HOUSING PILOT
PROJECT – ELECTRIC VEHICLE CHARGERS AND ELECTRIC VEHICLE CAR SHARE
SERVICES

This Supplement No. 4 to Master Funding Agreement (“Supplement” or “Agreement”) is entered into this April 14, 2021 by and between the Metropolitan Transportation Commission (hereafter “MTC”) and The City of Richmond (hereafter “AGENCY”) and supplements the Master Funding Agreement, dated July 1, 2017, by and between MTC and The City of Richmond.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed three hundred forty-seven thousand, eight hundred fifty-one dollars and twelve cents (\$347,851.12) from the California Air Resources Board Car Sharing and Mobility Options Pilot Project Grant to AGENCY to fund electric vehicle charger implementation and electric car share services for the Nystrom Community in the City of Richmond (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

The Supplement Project work will commence April 14, 2021 and be completed no later than December 31, 2024.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☒ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☒ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)

- ☒ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage)

Rates, Apprenticeships, and Payroll Records, Non-Federally
Funded Agreements)

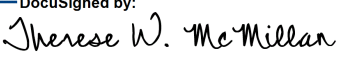
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☐ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

The MTC Project Manager for the Supplement Project is Krute Singa, (415) 778-5365, ksinga@bayareametro.gov. The AGENCY Project Manager for the Supplement Project is Denée Evans, (510) 621-1718, Denée.Evans@ci.richmond.ca.us. The Agency Project Manager will invite the MTC Project Manager to kick-off meetings and other milestone meetings.

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

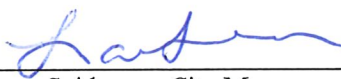
Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

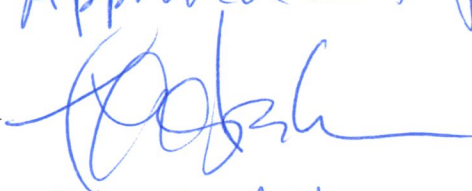
**METROPOLITAN TRANSPORTATION
COMMISSION**

DocuSigned by:

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Therese W. McMillan, Executive Director

CITY OF RICHMOND


Laura Snideman, City Manager

Approved as to form.

City Attorney

Annex I
Project Description and Scope of Work
Car Sharing and Mobility Hubs in Affordable Housing Pilot Project
Electric Vehicle Chargers and Electric Vehicle Car Share Services

The services to be performed AGENCY shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

Task 1: PG&E Electrical Upgrades to Martin Luther King Jr. Park

AGENCY will work with PG&E to upgrade the transformer at Martin Luther King Jr. (MLK) Park in the City of Richmond to enable the four electric vehicle chargers to be installed and operated.

Task 1 Deliverables:

1. Upgraded transformer to accommodate four electric vehicle chargers

Task 2: Electric Vehicle Charger Operations and Maintenance

AGENCY shall activate, operate and maintain four Advanced electric vehicle chargers and a kiosk at MLK Park in the City of Richmond for use by the Nystrom Village community. Terms of the agreement and service provision shall be consistent with California Air Resources Board (CARB) grant agreement (provided in A-1) for the Carsharing and Mobility Hubs in Affordable Housing Pilot Project. The mobility service agreement should be for a period of 36 months from the launch date (90-120 days from date of service agreement execution). AGENCY will also market the chargers and receive usage and other data points for the chargers. Recipient will make the data and analysis available to MTC.

Task 2 Deliverables:

1. Operations and maintenance of four electric vehicle chargers and kiosk for term of mobility service agreement
2. Charger branding and marketing
3. Data and analysis on usage and other data points

Task 3: Electric Vehicle Charger Installation

AGENCY shall install four electric vehicle chargers and kiosk at MLK Park in the City of Richmond for use by the Nystrom Village community. Terms of the agreement and service provision shall be consistent with California Air Resources Board (CARB) grant agreement (provided in A-1) for the Carsharing and Mobility Hubs in Affordable Housing Pilot Project. The mobility service agreement should be for a period of 36 months from the launch date (90-120 days from date of service agreement execution).

Task 3 Deliverables:

1. Agreement with a vendor for the installation of electric vehicle chargers

Task 4: Electric Vehicle Charger Implementation

AGENCY will install four electric vehicle chargers and kiosk at MLK Park. Three ports and three parking spaces will be dedicated to electric carshare vehicles. MTC shall have no title or interest in the chargers and shall not be liable for any damages whatsoever to the chargers. AGENCY further agrees to

indemnify MTC to the maximum extent permitted by law.

Tasks include:

- Engineering Design and Permits
- Saw cut, trenching, disposal of dirt, backfill, asphalt, ADA stripping
- Concrete pads for chargers, kiosk, and panel, sign posts and bollards
- Conduits, wires, boxes
- New electrical panel and installation
- Installation of electric vehicle chargers
- Installation of kiosk
- New transformer and installation

Task 4 Deliverables:

1. Installation of electric vehicle chargers and kiosk for term of service agreement

Task 5: Electric Vehicle Carshare Services

AGENCY shall enter operate and maintain carshare services with three electric vehicles located at MLK Park in the City of Richmond for use by the Nystrom Village community. Terms of the agreement and service provision shall be consistent with California Air Resources Board (CARB) grant agreement (provided in A-1) for the Carsharing and Mobility Hubs in Affordable Housing Pilot Project. The mobility service agreement should be for a period of 36 months from the launch date (90-120 days from date of service agreement execution).

Task 5 Deliverables:

1. Carshare services

Task 6: Carshare Services Provision

AGENCY will work operate and maintain three electric carshare vehicles at MLK Park in the City of Richmond for use by the Nystrom Village community. AGENCY will work with vendor to make cars available in advance of electric vehicle charger installation.

In addition, AGENCY will work with vendor for the vendor to provide the following activities for the carshare service:

- Customer service
- Vehicle branding design and installation
- Parking signage
- Outreach and context specific marketing materials, translated in the three main languages spoken at Nystrom Village
- Carshare use incentives
- Usage and other data points
- Stipend for community member to support carshare operations in advance of electric vehicle charger installation

Recipient will distribute communication and other materials developed by vendor to Nystrom Village residents.

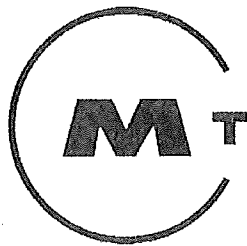
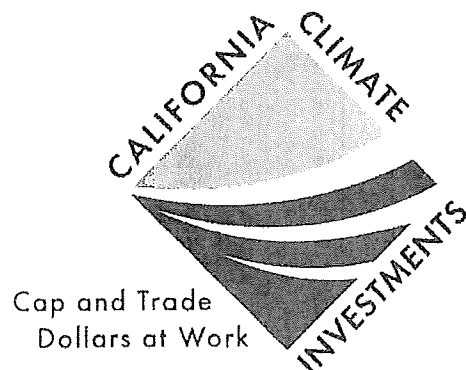
MTC shall have no title or interest in the carshare services and shall not be liable for any damages to the carshare vehicles whatsoever. AGENCY further agrees to indemnify MTC to the maximum extent permitted by law.

Task 6 Deliverables:

1. Three electric carshare vehicles
2. Carshare branding
3. Parking Signage
4. Outreach and marketing materials
5. Incentives
6. Data and analysis on usage and other data points

General Requirement

All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites must display the California Climate Investments, MTC and TransForm logos:



Annex II
Project Schedule, Budget and Payment
Car Sharing and Mobility Hubs in Affordable Housing Pilot Project
Electric Vehicle Chargers and Electric Vehicle Car Share Services

Task	<u>Deliverables (#)/ Milestones</u>	<u>Due Date:</u>	<u>Amount Due</u>
1	PG&E Electrical Upgrades to Martin Luther King Jr. Park		
1.1	Deposit for upgrading transformer	2/26/2021	\$2,500.00
1.2	Upgraded transformer to accommodate four electric vehicle chargers	2/26/2021 – 12/31/2021	\$25,000.00
	Total Task 1		\$27,500.00
2	Electric Vehicle Charger Operations and Maintenance		
2.1	Agreement with Service Provider	2/26/2021	\$0.00
2.2	Charger branding and marketing	Continuous*	\$0.00
2.3	Data and analysis on usage and other data points	Continuous*	\$0.00
	Total Task 2		\$0.00
3	Electric Vehicle Charger Installation		
3.1	Installation of electric vehicle chargers	2/26/2021	\$0.00
	Total Task 3		\$0.00
4	Electric Vehicle Charger Implementation		
4.1	Engineering Design and Permits	3/30/2021 - 12/31/2021	\$11,100.00
4.2	Saw cut, trenching, disposal of dirt, backfill, asphalt, ADA stripping	3/30/2021 - 12/31/2021	19,050.00
4.3	Concrete pads for chargers, kiosk, and panel, sign posts and bollards	3/30/2021 - 12/31/2021	16,750.00
4.4	Conduits, wires, boxes	3/30/2021 - 12/31/2021	19,680.00
4.5	New electrical panel and installation	3/30/2021 - 12/31/2021	9,300.00
4.6	Installation of electric vehicle chargers	3/30/2021 - 12/31/2021	4,125.00
4.7	Installation of kiosk	3/30/2021 - 12/31/2021	1,200.00
4.8	New transformer and installation	3/30/2021 - 12/31/2021	5,000.00
	Total Task 4		\$86,205.00
5	Electric Vehicle Carshare Services		
5.1	Installation of electric vehicle chargers	2/26/2021	\$0.00
	Total Task 5		\$0.00
6	Carshare Services Provision		
6.1	Vehicles	3/30/2021	\$ 91,800.00
6.2	Vehicle Hardware & Construction	3/30/2021	\$ 3,387.84
6.3	Experiential	3/30/2021	\$ 1,489.50
6.4	Third-Party Stipend	Continuous*	\$ 17,000.00

6.5	Marketing, Education, & Outreach	Continuous*	\$ 968.70
6.6	Direct Community Incentives	Continuous*	\$ 80,000.00
6.7	Data & Analysis	Continuous*	\$ 3,600.00
6.8	Operations, Maintenance, Contingency	Continuous*	\$ 15,800.00
6.9	Energy	Continuous*	\$ 5,100.00
	Fringe	Continuous*	\$ 10,000.08
		Contingency	\$ 5,000.00
		Total Task 6	\$ 234,146.12
		Total Project Cost	\$ 347,851.12

*Continuous Until End of Service Agreement

The estimated and expected budget schedule that AGENCY will be paying for the chargers and carshare service per month is included in Attachment B-1, Estimated Budget Schedule.

MTC/City of Richmond
Supplement No. 4
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Attachment A-1

California Air Resources Board (CARB) Grant Agreement

STATE OF CALIFORNIA
California Environmental Protection Agency
AIR RESOURCES BOARD
ASD/BCGB-337 (NEW 10/2017)

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Car Sharing and Mobility Hubs in Affordable Housing Pilot Project		GRANT NUMBER G16-LDPL-04
GRANTEE NAME Metropolitan Transportation Commission		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-1749911	TOTAL GRANT AMOUNT NOT TO EXCEED \$2,250,000.00	
FISCAL GRANT TERM FROM: March 15, 2018	TO: March 31, 2020	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: March 15, 2018	TO: May 31, 2020	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Metropolitan Transportation Commission (the "Grantee").

Exhibit A – Grant Provisions

Exhibit B – Work Statement, incorporating the following attachments: Attachment I-Budget Summary, Attachment II-Project Milestones and Disbursement Schedule, Attachment III-Project Schedule and Attachment IV-Key Project Personnel

Exhibit C – Grant Solicitation

Exhibit D – Grant Application Package

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from California Air Resources Board.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

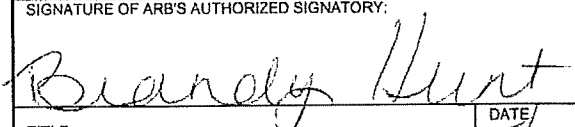
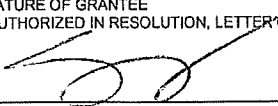
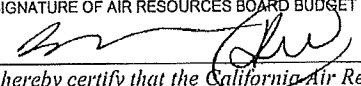
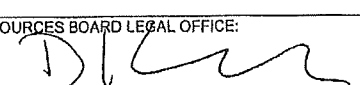
Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Metropolitan Transportation Commission		
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 		
TITLE Administrative Services Division Chief, ARB	DATE 5/25/18	TITLE Deputy Executive Director	DATE 5/17/18	
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 375 Beale Street, Suite 800, San Francisco, CA 94105		
CERTIFICATION OF FUNDING				
AMOUNT ENCUMBERED BY THIS AGREEMENT \$2,250,000.00	FISCAL YEAR/PROGRAM 2016/17 / 3510		FUND TITLE Greenhouse Gas Reduction Fund	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$2,250,000.00	ITEM 3900-101-3228	CHAPTER 370	STATUTE 2016	FISCAL YEAR 2016/17
OBJECT OF EXPENDITURE 6100-702-57208				
I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE: 		DATE 2/1/18		
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.				
SIGNATURE OF AIR RESOURCES BOARD LEGAL OFFICE: 		DATE 2/22/18		

EXHIBIT A
Grant No.: G16-LDPL-04

Grant Provisions

- A.** The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Year 2016-17 Car Sharing and Mobility Options Pilot Project Grant Solicitation and the Grantee Application Package.

B. GRANT SUMMARY AND AMENDMENTS

Project Title: Car Sharing and Mobility Hubs in Affordable Housing Pilot Project

Project Equipment and Operations Funding: \$1,980,000

Administration Funding: \$270,000

Total CARB GGRF Grant : \$2,250,000

Total Match and In-Kind: \$932,500

Total Project Cost: \$3,182,500

C. GRANT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (CARB or Board) to Metropolitan Transportation Commission (Grantee).
2. The CARB Project Liaison is Ali Koohestani. Correspondence regarding this project shall be directed to:

Ali Koohestani
Air Pollution Specialist
California Air Resources Board
Mobile Source Control Division
P.O. Box 281 Sacramento, California 95812
Phone: (916) 324-1590
Email: Ali.Koohestani@arb.ca.gov
3. Grantee Liaison is Krute Singa. Correspondence regarding this project shall be directed to:

Name: Krute Singa
Title: Climate Program Manager
Metropolitan Transportation Commission
Address: 375 Beale Street, Suite 700, San Francisco, CA 94105
Phone: 415.778.5365
Email: ksinga@bayareametro.gov

D. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties. Performance on this Grant ends once Grantee has submitted the Final Report or if this Grant is terminated, whichever is earlier.
2. Grantee must implement the project for at least one year from the date that participants begin using the project (Project Launch), and the project must be completed no later than **October 1, 2020**.
3. A draft Final Report must be received by CARB no later than 30 days after project completion or **February 28, 2020**, whichever is earlier.
4. A Final Report must be received by CARB within 90 days after project completion or **September 30, 2020**, whichever is earlier.
5. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if after 18 months from execution of the Grant, 60 percent of project funding has not been expended by Grantee.

E. SCOPE OF WORK

This section defines the respective scope of work, duties, and requirements of CARB and Grantee in administering the Project.

1. CARB is responsible for the following:
 - a. Participating in regular meetings with Grantee to discuss project performance, refinements, and guide the implementation of the project.
 - b. Review and approve Project outreach and education elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, quarterly reports, and final report.
 - c. Review and approve all Grant Disbursement Request Forms (Form MSCD/ISB-90) and distribute funds to Grantee.
 - d. Provide project oversight (in conjunction with Grantee).
 - e. Ensure compliance with applicable requirements of:
 1. Fiscal Year 2016-17 Funding Plan For Low Carbon Transportation Investments and the Air Quality Improvement Program (FY 2016-17 Funding Plan)
 2. Fiscal Year 2016-17 Grant Solicitation, Low Carbon Transportation Greenhouse Gas Reduction Fund Investments, Car Sharing and Mobility Options Pilot Project
2. Grantee's responsibilities include project development, outreach and education, project implementation, and project reporting. Depending on Grantee's application, program duties and requirements include, but are not limited to, the following tasks:
 - a. Grantee's key project personnel will participate in an initial meeting with CARB staff after execution of the grant agreement. The purpose of the initial

meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved. Grantee's key project personnel will also participate in meetings to discuss progress to be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

- b. Grantee ensures the purchase or lease of eligible light-duty battery electric vehicles (BEV) passenger vehicles that are zero-emission or near-zero emission. Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution may be made subject to prior approval by CARB.

Additional vehicle requirements:

1. May be purchased or leased (2-year minimum lease period).
2. May be new or used.
3. Must be a four passenger vehicle or more.
4. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.
5. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP¹ or vouchers from HVIP².
6. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.
7. Must be registered in California.
8. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).
9. Vehicle title cannot be salvaged (as defined in CVC section 544).

- c. Grantee ensures purchase and installation of electric vehicle supply equipment (EVSE) to provide electricity for BEVs. EVSE equipment may be:
 1. Installed in commercial, public, or residential locations.
 2. May include ports for bicycle charging if the project design includes electric bicycles.
 3. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.
 4. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80 percent capacity within 30 minutes.
 5. The installation of electric vehicle charging infrastructure (including EVSE or other charging solutions) must adhere to the CEQA and permitting requirements described in Exhibit C, Appendix C California Environmental Quality Act (CEQA) Compliance and Permitting

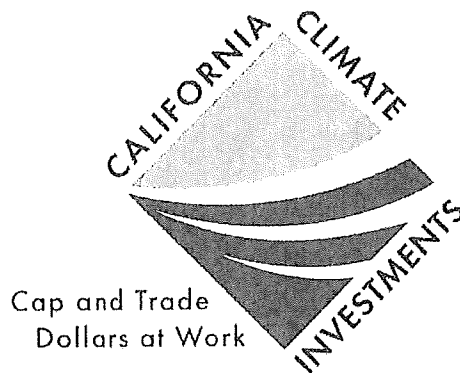
¹ <http://energycenter.org/clean-vehicle-rebate-project>

² <http://www.californiahvip.org/>

Requirements, and the project must comply with all applicable federal, state, and local laws and requirements for acceptable installation and usage of the infrastructure. Any proprietary protocol may additionally be superimposed on the system provided the site owner is able to revert to the open standard protocol. EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.

6. Public or private party access to charging at proposed charging infrastructure is not required; however, projects that are designed to allow non-project entities to charge during or following the completion of the pilot project will receive higher scoring.
- d. Grantee ensures purchase of Class 1 or Class 2 electric bicycles and supporting equipment for the bicycle sharing complement to the car sharing system (up to 10 percent of the project's GGRF grant), as follows:
 1. Electric bicycles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement.
 2. Changes to the fleet after grant execution may be made subject to prior approval by CARB.
 3. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles, no more than one per bicycle.
 4. Purchase bicycle locking stations, no more than one per bicycle.
 5. Purchase bicycle helmets for mandatory use of electric bicycle users.
- e. Grantee ensures to prepare outreach and educational materials in consultation with CARB and conduct public outreach, press releases, and press events necessary for the project to be successful. Outreach and education plan shall include the following:
 1. The types of outreach planned (e.g., printed materials, web-based, social media, holding public meetings, attending community events, arranging ride-and-drive events, press releases, and holding press events, etc.).
 2. An approximation of the number of community events, the geographic locations that will be attended, and the expected audiences.
 3. A strategy to build a team of support organizations and groups that are representative of the disadvantaged communities identified in the application and that are connected to a network of similar organizations and culturally relevant institutions and community service providers to provide education and technical assistance.
 4. A strategy to engage input and participation of residents of disadvantaged communities through activities relevant to the communities being served, including through the use of language-specific and culturally-appropriate outreach and education materials.
 5. All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites 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. The Grantee 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: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.



- f. Grantee ensure to establish secure and safe home base parking for project vehicles and electric bicycles within the identified disadvantaged community.
- g. Grantee ensure to develop policy and process to evaluate potential vehicle drivers, bicycle riders, vanpool riders, and subsidy recipients, as follows:
 1. Enroll vehicle drivers and ensure they meet the requirements listed below:
 - a. Possess a current California Class C Driver's license.
 - b. Meet minimum requirements to drive a project vehicle as required by Grantee and the insurance provider, to be developed in conjunction with CARB.
 - c. Complete an Initial Participant Survey upon enrollment.
 - d. Complete trip surveys and participate in research as requested by Grantee.
 - e. Pay project fees to use the car sharing system, as required by Grantee.
 2. Enroll bicyclists and ensure they meet the requirements listed below:
 - a. Satisfactorily complete a bicycle safety training program (must be approved by CARB).
 - b. Complete an Initial Participant Survey upon enrollment.

- c. Complete trip surveys and participate in research as requested by Grantee.
 - d. Pay project fees to use the bike sharing system, as required by Grantee.
- 3. If applicable, enroll carpool/vanpool riders (non-driver participants) and subsidy recipients:
 - a. Complete an Initial Participant Survey.
 - b. Complete trip surveys and participate in research as requested by Grantee.
 - c. Pay project fees to participate in the vanpool or receive subsidies, as required by Grantee.
- 4. Participants become ineligible upon any of the following events:
 - a. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.
 - b. Vehicle driver's license lapses or is revoked.
 - c. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Grantee.
 - d. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the discretion of Grantee or CARB.
 - e. Non-payment of project fees to use the car sharing system, to participate in the project, or to receive subsidies, as required by the Grantee.
 - f. Non-compliance with project requirements, at the discretion of Grantee or CARB.
- h. Grantee ensure to conduct initial and end-of-project participant surveys, report status quarterly, respond to ad hoc CARB and public queries, and provide an end-of-project Final Report, as follows:
 - 1. Initial and End-of-Project Participant Survey: Grantee will implement an Initial Participant and End-of-Project Survey to project participants to collect vehicle usage data and other information. The initial participant survey must be collected from all participants as a prerequisite to participation in the project. The End-of-Project Participant Survey is expected to be offered to all participants but results may be a representative sample. CARB will coordinate with Grantee to identify mutually agreed upon survey parameters, mechanism for obtaining information, and measures to safeguard confidential individual information. Data includes, but is not limited to:
 - a. Transportation patterns, auto ownership, and average annual auto miles used in last two years prior to participation in the project.
 - b. Unmet transportation needs.
 - c. Feedback from participants regarding effectiveness of outreach efforts and materials.

- d. Other participant information (number of participants and other demographic information as mutually agreed upon between Grantee and CARB).
- 2. Quarterly Reports: Grantee will provide quarterly summary reports to CARB beginning after grant execution and continuing through the end of the project. Deliverables include:
 - a. Project fund expenditures in detail to date and for the quarterly period.
 - b. Schedule of community outreach and education conducted, materials used, and number of people contacted.
 - c. Participant information (total number of participants, added and withdrawn participants, and other demographic information as mutually agreed upon between Grantee and CARB).
 - d. Number of participants who have completed bicycle safety training and enrolled for the optional electric bicycle component of the project.
 - e. Vehicles, EVSE, and electric bicycles and chargers information.
 - f. Trip and fuel usage information (number and types/purpose of trips taken, trip beginning and end points, miles traveled, fuel and electricity used, and other information as mutually agreed upon between Grantee and CARB).
 - g. Estimates of GHG emission reductions achieved using the most up-to-date quantification methodology as provided and directed by CARB.
 - h. Survey updates, as mutually agreed upon between Grantee and CARB.
 - i. Other co-benefits to the identified disadvantaged community.
 - j. Accounting records, including expenditure and income information and supporting documentation.
 - k. Other data and analysis as mutually agreed upon between Grantee and CARB.
 - l. Best practices and lessons learned.
- 3. Final Report: Grantee will provide a Final Report no later than 90 days after project completion as identified in Section E. Time Period and Exhibit B Work Statement, Attachment III, Project Schedule, with the following information (at a minimum):
 - a. Overview of the project from inception through project end, including project background, partnerships and funding sources.
 - b. Table and narrative of Project Milestones.
 - c. Results of Initial Participant Survey and updates.
 - d. Results of End-of-Project Participant Survey and updates.
 - e. Changes in participant knowledge of and acceptance of advanced technology clean vehicles.
 - f. Electricity and fuel usage information for project vehicles, EVSE, electric bicycles, and chargers.
 - g. Estimated GHG emission reductions achieved.

- h. Other co-benefits to the identified disadvantaged community as mutually agreed upon between Grantee and CARB.
- i. Accounting reports, including expenditure and income information and supporting documentation.
- j. Other data and analysis as mutually agreed upon between Grantee and CARB.
- k. Best practices and lessons learned.
- i. Insurance Requirements – Grantee must comply with all requirements outlined in the General Provisions section and Insurance Requirements outlined in this section. No payments will be made under this grant until Grantee fully complies with all insurance requirements.
 - 1. General Provisions Applying to All Policies
 - a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
 - b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and Grantee agrees no work or services will be performed prior to obtaining such approval. In the event Grantee 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 grant upon the occurrence of such event, subject to the provisions of this grant.
 - c. Premiums, Assessments and Deductibles – Grantee 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 grant shall be primary, and not excess or contributory, to any other insurance carried by 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 VI. If Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 - f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g. Inadequate Insurance – Inadequate or lack of insurance does not negate Grantee’s obligations under the grant.

- h. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 - i. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
 - j. Use of Subcontractor - In the case of Grantee's utilization of Subcontractors to complete the grant scope of work, Grantee shall include all Subcontractors as insured's under Grantee's insurance or supply evidence of Subcontractor's insurance to The State equal to policies, coverages, and limits required of Grantee.
2. Grant Insurance Requirements – Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:
- a. Commercial General Liability – Grantee 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 \$4,000,000 annual policy aggregate if the project includes an electric bicycle (e-bike) component. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. The policy shall also include coverage for the use and ownership of class 1 and class 2 electric bicycles as defined by Assembly Bill (AB) 1096 (Chiu, Chapter 568, Statutes of 2015). This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.**
 - b. Automobile Liability – Grantee 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 Employers Liability – Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this contract, Contractor

acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

- j. Grantee ensures to develop, administer, and maintain a user-friendly vehicle reservation system; at a minimum, provide telephone-based, person-to-person reservation fulfillment.
- k. Develop policies and procedures documents and flow charts that describe Grantee's administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting. Examples include, but are not limited to:

- 1. Organizational charts
- 2. 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:
 - a. Outreach and education.
 - b. Participant evaluation, enrollment, and tracking.
 - c. Vehicle reservations, tracking, and maintenance.
 - d. Data collection and reporting.
- 3. Develop and maintain accounting procedures to track expenditures by:
 - a. Grant agreement number.
 - b. Fiscal year.
 - c. Funding source.
- 4. Provisions to protect against conflict of interest.
- 5. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred.

- l. Grantee ensures to establish and maintain records of participants, vehicles, EVSE, electric bicycles and chargers, fuel, maintenance, and other records, as follows:
 - 1. Identify participant data that is confidential and develop measures to keep this data confidential.
 - 2. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.
 - 3. Develop and enforce security measures to safeguard Project database(s).
 - 4. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 - 5. Retain files during the term of the Grant Agreement plus three years.
 - 6. Transfer all project records to CARB once the three years is up.
- m. Fulfilling CEQA requirements.

F. FISCAL ADMINISTRATION

- 1. Budget

- a. The maximum amount of this Grant is up to \$2,250,000. \$2,250,000 is approved and budgeted and is not subject to future appropriation. Under no circumstance will CARB reimburse Grantee for more than this amount.
- b. The budget for this project is shown in Exhibit B, Attachment I, Budget Summary.
- c. If Grantee requests or CARB approves less funding disbursements than the total grant amount, the remaining funding may be reallocated by CARB at CARB's sole discretion.
- d. Vehicles, EVSE, electric bicycles, electric bicycle chargers, other equipment, and computers purchased per this grant are the property of grantee or its assignee and are not required to be returned to the State at the completion of this project.
- e. Grant funds that have been received by grantee but have not been fully expended by completion of the project, submittal of the draft Final Report or by **February 28, 2020**, whichever comes first, must be returned to CARB no later than **March 31, 2020**.
- f. The proposed project budgets identifies cost categories that are up-to amounts. If cost savings occur in any cost category, the Grantee may request to move the remaining funds to another cost category for eligible expenses, subject to approval by CARB.
- g. Subject to prior written approval from CARB, line item shifts of up to ten percent of the grant total may be made over the life of the grant. Line item shifts greater than ten percent require a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB. If the grant is formally amended, all line item shifts must be included in the amendment.

2. Project Funding

- a. Definitions and allowable expenditures for costs associated with the grant are defined below:
 1. Project implementation costs include:
 - i. Personnel costs and fringe benefits
 - ii. Operating costs (i.e. rent, supplies, and equipment)
 - iii. Indirect costs (e.g. general administrative services, office space, and telephone services)
 - iv. Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)³
 - v. Overhead cost
 - vi. Consultant fees (if pre-approved by CARB)
 - vii. Printing, records retention, and mailing

³ ARB will only reimburse travel expenses and per diem rates that are set by CalHR. The Grantee will be responsible for travel expenses and per diem rates that exceed CalHR rates.

Project costs should be detailed such that they include all necessary staff and tasks to implement the project. If appropriate, this includes activities such as outreach and education, and research, data management and analysis, program evaluation, and reporting. Administrative costs are indirect costs, which are not tied directly or solely to the project, such as distributed administration and general administrative services; non-project related contracts or subscriptions; rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the project; or any other costs that are not directly and fully incurred to support the grant.

2. **Technology Costs:** Costs associated with vehicles, equipment, and infrastructure that is either used to demonstrate the ability of the technology to achieve emission reductions or to deploy technology to an end user (i.e. business, consumer, etc.) for the purpose of achieving emission reductions. This includes the direct maintenance of these components, if required by the project.

3. **Grant Disbursements:**

- a. Requests for payment shall be made with the Grant Disbursement Request Form (FORM MSCD/ISB-90) and conform to the instructions identified in Section F, Fiscal Administration (this section).
 1. Grant payments shall be made only for reasonable costs incurred by Grantee.
 2. Milestones for disbursement requests are stipulated in Exhibit B, Work Statement, Attachment II, Project Milestones and Disbursement Schedule.
 3. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B. Requests for payments are subject to CARB's approval of the Grant Disbursement Request Form and any accompanying documentation to demonstrate program needs.
 4. Grant Disbursement Request Forms must have verifiable supporting documentation of expenses incurred as approved by CARB. Supporting documentation must be attached to the Grant Disbursement Request Form.
 5. Payment will not be made if the CARB Project Liaison deems a milestone has not been accomplished or properly documented; documentation of the expense incurred or purchase order has not been provided or does not meet specifications; or that claimed expenses are unreasonable, insufficiently documented, or invalid per the budget; or Grantee has not met other terms of the grant.
 6. The Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile

Source Control Division, are not reasonable or do not comply with the Grant Agreement.

- b. Grantee must mail Grant Disbursement Requests to the CARB Project Liaison with Grantee Liaison's original signature. Grantee may also email Grant Disbursement Requests to the CARB Project Liaison to assist timely review, but final approval requires CARB receipt and approval of mailed documentation with original signature.
 - c. CARB must disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
4. Suspension of Payments and Early Grant Termination:
 - a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. If issued, a grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated.
 1. If Grantee chooses to continue work on the project after a grant suspension order, Grantee will not be reimbursed for any expenditure incurred during the suspension if CARB terminates the grant.
 2. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
 - b. In accordance with Section L. General Provisions, 25. Termination (below), CARB reserves the right to terminate this Grant upon 30 days written notice to Grantee.
 1. Upon Termination, all remaining funds must be immediately returned to CARB.
5. Contingency Provision

In the event this Grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and, if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant to other projects.
6. Documentation of Administration Funds

Administration funds used for the project include: the Grantee's personnel costs; fringe benefit costs, operating costs (including rent, supplies, and equipment), indirect costs (general administrative services, office space, and telephone services), travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)⁴, overhead, consultant fees (if pre-approved by CARB); printing, records retention, and mailing.

⁴ Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 1. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration.
 2. Administration funds for external consultants must be documented with copies of the consultant contract and invoices.
 3. Fees for external consultants must be documented with copies of the consultant contract and invoices.
 4. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
 5. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
 6. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
 - b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after expenditure of the final project funds.
 - c. The above documentation must be provided to CARB in Quarterly Reports and a Final Report.
7. Earned Interest
- Earned interest means any interest earnings generated from grant funds held by Grantee in interest-bearing accounts.
- a. Car Sharing Pilot Project funds are not required to be held in an interest bearing account. However, if interest is earned by Grantee on project funds, the earnings must be reported to CARB. All interest income on the project funds must be reinvested in and used by the project or returned to CARB. Interest earned that is reinvested in the project is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on the project funds.
 - b. Grantee must maintain accounting records (e.g., general ledger) that tracks interest earned, expended, or returned on the project funds, as follows:
 1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method.
 2. Interest earned must ensure that it is separately identifiable from interest earned on non-project funds.

3. The methodology for calculating earned interest must be consistent with how it is calculated for Grantee's other fiscal programs.
4. Earned interest must be fully expended or returned to CARB by completion of the project, submittal of the draft Final Report, or by **March 31, 2020**, whichever comes first.
- c. Documentation of interest earned on the project funds and expenditures made on those funds or returned to CARB must be:
 1. Retained for a minimum of three years after it is generated.
 2. Provided to CARB in Quarterly Status Reports and a Final Report.
8. Grantee In-Kind Services and Match Funding
 - a. A minimum of 15 percent of the project grant amount must be committed by the Grantee for In-Kind services. In-kind services, for the purposes of the project, means payment contributions made in the form of in-kind contributions such as labor, equipment, materials, equipment transportation, private financing, local, and federal or non-GGRF sourced State funds. Funds expended on in-kind services must meet all the requirements described herein and must be reported to CARB in Quarterly Status Reports and in the Final Report to CARB.
9. Grantee Match Funding
 - a. A minimum of 10 percent of the project grant amount must be committed by the Grantee (Cash Match). Match Cash includes labor and project equipment capital outlays during the term of the Grant Agreement. Cash Match can be used to increase the number of car sharing vehicle, EVSE, electric bicycles, and electric bicycle chargers, as applicable, and may include funding from other local, state, federal, non-profit, or private revenue sources. All match funding sources and amounts must be reported to CARB in Quarterly Status Reports and the Final Report.

G. PROJECT MONITORING

1. Meetings
 - a. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
 - b. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.
 - c. Site visits: Site visits may be conducted by the CARB Project Liaison during the term of this grant. Grantee must allow CARB or its designee access to the site and interviews with staff.
2. Technical Monitoring

- a. Any change(s) in the scope or schedule for the project requires the prior written approval of the CARB Project Liaison. CARB may require a written amendment to the grant (Grant Agreement Amendment) to incorporate the change(s).
- b. Within 10 working days Grantee will notify CARB in writing if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy.
- c. Within 10 working days Grantee will notify the CARB of a change(s) in key project personnel.
- d. In addition to Quarterly Status Reports, Grantee must also provide information as requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- e. Any change(s) in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. CARB may require a written amendment to the grant (Grant Agreement Amendment) to incorporate the change(s).

H. REPORTING

- 1. Quarterly Status Reports
 - a. Grantee must submit Quarterly Status Reports to CARB at a minimum of three-month intervals for the life of the project until the Final Report.
 - b. CARB and Grantee will work together to develop a report format and data fields.
 - c. Quarterly Status Reports must detail, at a minimum:
 - 1. Project fund expenditures in detail to date and for the quarterly period.
 - a. Eligible costs are described in Section F. Fiscal Administration, 3. Grant Disbursements.
 - b. Documentation of costs is described in Section K. Project Records, 2. Financial Records, g. Documentation of Grantee fund expenditures.
 - 2. Vehicle Information:
 - a. Manufacturer
 - b. Model
 - c. Purchase date
 - d. Purchase amount
 - e. Registration date and date of next renewal
 - f. Insurance information and date of next renewal
 - g. Vehicle license plate number
 - h. Vehicle Identification Number (VIN)
 - i. Odometer reading
 - j. Fuel or electricity consumed in reporting period and in total
 - k. Accidents
 - l. Downtime dates and reasons

- m. Maintenance performed in reporting period and planned for next reporting period
 - 3. Electric Vehicle Supply Equipment (EVSE):
 - a. Manufacturer
 - b. Date of operation (fully inspected)
 - c. Electricity delivered in reporting period and in total
 - d. Accidents
 - e. Downtime dates and reasons
 - f. Maintenance performed in reporting period and planned for next reporting period
 - 4. Outreach and Education:
 - a. Materials developed
 - b. Events held
 - c. Presentations made
 - 5. Participants and Vouchers:
 - a. List of participants' unique identifiers. Grantee should keep all individual information of the participants like the names of applicants, denied applicants, removed applicants, place of residence, Zip Code, or any other collected information for the purpose of possible reviews and audits.
 - b. Date of application, date of approval, and date of denial or removal and reason for denial or removal
 - c. Number of applicants approved
 - d. Number of participants removed
 - 6. Vehicle Trip Information - all data trip information collected via telematics and surveys is subject to availability and when not obtained an explanation must be provided, trip information includes:
 - a. Number of trips taken in total and by vehicle
 - b. Reason for each trip
 - c. Number of participants and passengers reported for each vehicle trip in the reporting period and in total
 - d. Miles traveled for each vehicle trip and total miles traveled
 - 7. Identified problems or concerns and proposed solutions, if applicable.
 - 8. If the project is behind schedule, the Status Reports must contain an explanation of reasons and how the Grantee plans to resume the schedule.
- 2. Final Report
 - a. Grantee must submit a draft Final Report upon completion of the project. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and Grantee. Upon approval of the draft Final Report by the CARB Project Liaison, Grantee shall provide a written copy of the final version plus an electronic file.
 - b. The Final Report must include the following components:
 - 1. Detailed documentation of all fund expenditures.

2. Total fund expenditures of project funding per source of funding and fiscal year.
3. Interest earned on grant funds and how they were expended or returned to CARB.
4. Summary report of the project for the period covered by the Grant Agreement, comprised of narrative and recap of the Quarterly Status Reports (see Quarterly Status Report above).
5. Outreach and education materials efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
6. Successes and challenges experienced.
7. Recommendations for potential project improvements.
3. Grantee must submit to CARB other records and supporting documentation as mutually agreed upon between Grantee and CARB.

I. OVERSIGHT AND ACCOUNTABILITY

1. Grantee shall comply with all oversight responsibilities identified herein.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or if Grantee is in significant or continual non-compliance with the terms of this Grant or State law.
3. CARB reserves the right to prohibit any entity from future participation in project or other CARB projects or programs due to non-compliance with project requirements.
4. Grantee must immediately notify CARB if Grantee becomes aware of any actual or potentially fraudulent activity by anyone or entity associated the project, and work with CARB to determine an appropriate course of action.

J. PROJECT RECORDS

Project records include, but are not limited to, Grantee, financial, and participant records. All project records must be retained for a period of three years after final payment under this Grant. All project records are subject to audit pursuant to Section L, General Provisions, 4. Audit (below) of this Grant Agreement. Upon completion of the third year of record retention, Grantee must deliver all project records to CARB.

1. Grantee Record—Grantee shall retain a file containing:
 - a. Original executed copy of the Grant Agreement and Grant Agreement Amendments, if applicable.
 - b. Policies and procedures documents and flow charts that describe Grantee's procedures for evaluating and processing participant applications and reservations.
 - c. Copies of Grant Disbursement Request Forms and supporting documentation that have been submitted.
2. Financial Records—Grantee must:
 - a. Maintain project accounts in accordance with generally accepted accounting principles.

- b. Establish an official file for project which shall adequately document all significant actions relative to the project.
- c. Establish separate accounts which will adequately and accurately depict all amounts received and expended on project.
- d. Establish separate accounts which will adequately and accurately depict all income received which is attributable to project.
- e. Establish an accounting system which will adequately depict detailed and final total fund expenditures of project, including both direct and indirect costs.
- f. Document interest earned on project grant funds, and their expenditure or return to CARB.
- g. Documentation of Grantee fund expenditures:
 - 1. All fund expenditures must be documented.
 - 2. Personnel costs documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration and outreach.
 - 3. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultants and fees must be pre-approved by CARB.
 - 4. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
 - 5. Indirect costs methodology must be documented.
- 3. Project Records—Grantee is required to establish and maintain project records which must include, at a minimum:
 - a. Project participant applications (denied, approved, and removed).
 - b. Initial Applicant Surveys and survey updates, Quarterly Status Reports, and a Final Report.
 - c. Documentation of any deviations from normal processing, such as enforcement action and CARB case-by-case approval.

K. GENERAL PROVISIONS

- 1. Amendment: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 2. Assignment: This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB.
- 3. Availability of Funds: CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement.
- 4. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, 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 this Grant and all

State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

5. Compliance with law, regulations, etc.: Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. Computer software: Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
7. Confidentiality: No record which has been designated as confidential by CARB, or is the subject of a pending application of confidentiality, shall be disclosed by Grantee.
8. Conflict of interest: Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws. Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. Grantee 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 grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the grant term. CARB reserves the right to terminate the Grant Agreement at its sole discretion if a conflict of interest arises before or during the term of the Grant Agreement.
9. Damages for breach affecting tax exempt status: In the event that any breach of any of the provisions of this Grant Agreement by Grantee shall result in the loss of tax exempt status for any State bonds, Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
10. Disputes: Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreement that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
11. Environmental justice: In the performance of this Grant Agreement, Grantee

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, cultures, and income levels, including minority populations and low-income populations of the State.

12. Fiscal management systems and accounting standards: Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
13. Force majeure: Neither CARB nor Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
14. Governing law and venue: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant 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. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
15. Grantee's responsibility for work: Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work.
16. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
17. Independent Contractor: Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
18. Nondiscrimination: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure

that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 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. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

19. No third party rights: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
20. Ownership: All information, data, documents, and intellectual property under this Grant is the property of CARB. No information, data, documents, intellectual property received or generated under this Grant shall be released without CARB's approval.
21. Personally Identifiable Information: Information or data, including but not limited to all records and supporting documentation that personally identifies 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. Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data, or records, except where required by law.
22. Prevailing wages and labor compliance: If applicable, Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
23. Professionals: For projects involving installation or construction services, Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
24. Severability: If a court of competent jurisdiction holds any provision of this Grant 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.
25. Termination: In addition to the termination provisions in Section F. Fiscal Administration, 4. Suspension of Payments and Early Grant Termination (above), CARB may terminate this Grant Agreement upon 30 days written notice to Grantee at any time prior to completion of this Grant Agreement upon violation by Grantee of any material provision after such violation has been

called to the attention of Grantee and after failure of Grantee to bring itself into compliance with the provisions of this Grant Agreement. CARB also reserves the right to terminate this grant upon 30 days written notice to Grantee if CARB determines that the project has not progressed satisfactorily during the previous three months and Grantee and CARB have been unable to agree on modifications. Upon termination, Grantee must immediately return unused funds to CARB.

26. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
27. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant 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 State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

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EXHIBIT B**Grant No.: G16-LDPL-04****WORK STATEMENT
Attachment I – Budget Summary**

Grantee: Metropolitan Transportation Commission
Project: Car Sharing and Mobility Hubs in Affordable Housing Pilot Project

Total Funding

Funding Source: Greenhouse Gas Reduction Fund (3228) Assembly Bill 1613 (Committee on Budget, Chapter 370)	
Project Equipment and Operations Funds	\$1,980,000
Administration Funds	\$270,000
Total Grant Funds	\$2,250,000
Cash Match	\$682,500
In-kind	\$250,000
Total Project	\$3,182,500

Disbursement of Funds:**Project Equipment and Operation Funds**

The Grantee shall receive reimbursements for outreach and education material development and conducting outreach and education efforts, reservation system development and maintenance; car sharing system vehicle purchase or lease; electric vehicle supply equipment installation and electric bicycle and charging equipment (if applicable); equipment maintenance; participant enrollment; data collection; and other equipment and operation costs in accordance with Section F. Fiscal Administration 2. Project Funding b. Administration Funds of this Grant Agreement.

Administration Funds

The Grantee shall receive administration funding in accordance with Section F. Fiscal

Administration 2. Project Funding b. Administration Funds of this Grant Agreement.

EXHIBIT B
Grant No.: G16-LDPL-04

Attachment II – Project Milestones and Disbursement Schedule

Grantee: Metropolitan Transportation Commission
Project: Car Sharing and Mobility Hubs in Affordable Housing Pilot Project

Description of Disbursement	Task Number	Amount (Up to)
Execute Grant Agreement:	Task 0	\$0
Program Design	Task 1	\$324,000
Program Implementation	Task 2	\$996,900
Outreach and Education	Task 3	\$389,100
Resident Survey, Data Collection and Evaluation	Task 4	\$270,000
Project Administration	Task 5	\$270,000

Exhibit B, Work Statement
Grant No.: G16-LDPL-04

Attachment III – Project Schedule

Grantee: Metropolitan Transportation Commission
Project: Car Sharing and Mobility Hubs in Affordable Housing Pilot Project

Detailed Key Tasks and Estimated Milestones Schedule

Task	Work Description	Start Date	Completion Date
0	Grant Agreement Execution	5/15/18	5/16/18
1	Program Design	5/15/18	12/31/19
	Detailed program and implementation strategy with site specific partner and resident input on mobility needs (this sub-task will determine the type and mix of strategies that will be implemented at each site in Task 2)	5/15/18	7/30/18
	Confirm sites for participation	5/15/18	5/30/18
	Set up partnerships (Project Advisory Committee (PAC) and Resident Engagement and Site Level Teams) and kick off meeting	5/15/18	7/30/18
	Partnership coordination (quarterly meetings, stipends)	6/1/18	10/31/20
	Mid-project assessment, review and feedback from Site Level Teams	10/20/18	6/31/20
2	Program Implementation	6/1/18	12/31/19
	Develop and issue RFQ based on program design, sites selected, features, costs	6/1/18	8/30/18
	Identify and select vendors	7/1/18	7/30/18
	Site, permit and install charging infrastructure at each site, including solar	5/16/18	02/28/19
	Establish and launch car share program (on-site and in neighborhood) – could entail purchasing, leasing or negotiating vehicles or partnering with a car sharing operator to provide the service and vehicles.	12/1/18	01/30/20
	Establish and launch transit passes for on-site residents (continuous disbursement throughout project)	8/1/18	02/28/20
	Establish and issue mobility credits (continuous disbursement throughout project)	8/1/18	02/28/20
	Establish and launch shared mobility library, bike parking (e-bikes and other bikes, pedestrian amenities)	5/16/18	02/28/20
	Trainings and on-going engagement related to shared mobility library	10/1/18	02/28/20
	Personal technology program – design and continual registration throughout project	10/1/18	02/28/20
	Real time display screen installation	8/1/18	02/28/20

3	Outreach and Education	8/1/18	02/28/20
	Communication & outreach plan for community and partnership cultivation	8/1/18	11/30/18
	Training sessions with residents and one on one sessions	12/1/18	02/28/20
4	Resident Surveys, Data Collection and Evaluation	5/15/18	02/28/20
5	Project Administration	5/15/18	7/31/20
	Ongoing project coordination, reporting and invoicing	5/15/18	7/31/20
	Draft Final Report	12/31/19	2/28/20
	Final Report	12/31/19	09/30/20
	Final Disbursement	--	03/31/20

Exhibit B, Work Statement
Grant No.: G16-LDPL-04

Attachment IV – Key Project Personnel

Grantee: Metropolitan Transportation Commission
Project: Car Sharing and Mobility Hubs in Affordable Housing Pilot Project

Name	Position	Duties
Krute Singa, MTC	Grant Administrator	Will coordinate activities including, project oversight, ongoing communication and coordination with CARB, reporting and compliance, coordination between CARB and TransForm, sub-consultant contract management and invoicing, among other duties.

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EXHIBIT C
Grant No.: G16-LDPL-04
Grant Solicitation

EXHIBIT D
Grant No.: G16-LDPL-04
Grant Application Package

MTC/City of Richmond
Supplement No. 4
Page 9

Attachment B-1
Estimated Budget Schedule

Envoy updated 1/21	Envoy Budget
Hardware	
Vehicles (Each)	\$ 91,800.00
Vehicle Insurance	BUNDLED
EVSE	NO
EVSE Repeater (if needed)	NO
EVSE Maintenance & Service	NO
EVSE Installation	NO
EVSE Networking Fees ("power throttle")	NO
EVSE Marketing / Branding	NO
Vehicle Hardware Purchase	\$ 1,984.14
Vehicle Hardware Install	\$ 435.00
Activation / Configuration of Cloud	\$ 968.70
	\$ -
Experiential	\$ -
Vehicle Branding Design	\$ 352.50
Vehicle Branding Installation	\$ 537.00
Parking Signage	\$ 600.00
	\$ -
Marketing, Education, & Outreach	\$ -
Management (staffing, liaison, etc.)	\$ 17,000.00
Marketing Marketing Materials	\$ 968.70
	\$ -
Data & Analysis	\$ -
Data & Analysis (staffing)	\$ 3,600.00
	\$ -
Transportation Wallet	\$ -
Direct Community Incentives	\$ 80,000.00
	\$ -
Ops and Maintenance	\$ -
Ops Management (staffing)	\$ 7,200.00
Electricity Fees	\$ 5,000.00
Maintenance	\$ 3,600.00
Subtotal	\$ 219,146.04
5% Fringe	\$ 10,000.08

\$ 229,146.12

Invoice 1

Invoice 2

Invoice 3

\$ 2,550.00	\$ 2,550.00	\$ 2,550.00
NO		
NO		
NO		
\$ 1,984.14		
\$ 435.00		
\$ 968.70		
\$ 352.50		
\$ 537.00		
\$ 600.00		
\$ 472.22	\$ 472.22	\$ 472.22
\$ 26.91	\$ 26.91	\$ 26.91
\$ 100.00	\$ 100.00	\$ 100.00
\$ 2,222.22	\$ 2,222.22	\$ 2,222.22
\$ 200.00	\$ 200.00	\$ 200.00
\$ 138.89	\$ 138.89	\$ 138.89
\$ 100.00	\$ 100.00	\$ 100.00
\$ 277.78	\$ 277.78	\$ 277.78
SAMPLE: Invoice (monthly), DCIs Not Deducted	\$ 10,965.36	\$ 6,088.02
	\$ 6,088.02	\$ 6,088.02

