

**CITY OF COSTA MESA
CONTRACTOR SERVICES AGREEMENT
WITH CIRCUIT TRANSIT INC.
TO IMPLEMENT AND PROVIDE SERVICES
FOR THE COMMUNITY SHUTTLE PROGRAM**

This Agreement is entered into effective as of June 18, 2024 (“Effective Date”) by and between the **City of Costa Mesa**, a municipal corporation (“City”) and **Circuit Transit Inc.**, a Florida Corporation (“Contractor”), (collectively, the “Parties” and individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, California Air Resources Board’s Clean Mobility Options (CMO) Voucher Pilot Program is a statewide initiative that provides voucher-based funding for zero-emission carsharing, carpooling/vanpooling, bike sharing/scooter-sharing, innovative transit services, and ride-on-demand services in California’s historically underserved communities; and

WHEREAS, the City, as the lead applicant, with its collaborative partner, Circuit Transit Inc., applied for CMO funds to create and implement an on-demand Community Shuttle Pilot program (“Shuttle Program”) to serve primarily disadvantaged and low-income communities within the service area shown in Exhibit C in Costa Mesa; and

WHEREAS, on October 9, 2023, CMO notified the City of its intent to award CMO funds in the amount of \$1,500,000.00 for a 3-year grant period to implement the Shuttle Program;

WHEREAS, City desires to use the funding in a manner consistent with the requirements of the CMO program;

WHEREAS, Contractor has over 10 years of experience in California providing neighborhood electric shuttle services; and

WHEREAS the Shuttle Program will provide three electric vehicles operating up to 10 hours per day, 7 days per week; and

WHEREAS, all Shuttle Program expenses will be reimbursed by the California Air Resources Board; and

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor agree as follows:

1. SERVICES

1.1 Required Services. Contractor will timely perform all actions described in attached Exhibit A (the “Required Services”), incorporated into the Agreement by this reference. Time is of the essence for this Agreement.

1.1.1. Representations. Contractor warrants and represents that it can and will deliver the Required Services consistent with the time frames and the terms and conditions of this Agreement.

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor,

reduce the scope of the Required Services. Upon doing so, City and Contractor will meet and confer in good faith to negotiate a corresponding reduction in the compensation due to Contractor.

1.3 Additional Services. Upon request of City, Contractor shall meet and confer in good faith to amend the scope of the Required Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. After negotiation in good faith, the Parties will agree in writing upon the appropriate adjustment, if any, to the unit rates and payment amount for the changed or additional Services.

1.4 Standard of Care. Contractor warrants and agrees that all Required Services shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor or its subcontractors.

1.6 Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, including the Costa Mesa Municipal Code, and take all actions necessary for the City and Contractor to be in compliance with all requirements of the CMO Voucher Program.

1.7 Business License. Prior to commencement of work, Contractor shall obtain a business license from City.

1.8 Subcontractors. Prior to commencement of any work, Contractor shall submit for City's information and approval a list of all subcontractors to be used by Contractor in the performance of the Required Services. Contractor will ensure that all subcontractors and personnel utilized by the Contractor comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor under this Agreement, Contractor shall ensure that each subcontractor carries out the Contractor's responsibilities as set forth in this Agreement.

1.09 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect.

1.10 Term. This Agreement shall commence on the Effective Date. Required Services shall commence within ninety (90) days of the Effective Date ("Enter Date"). This Agreement shall terminate 36 months from the Enter Date, unless the City requests Circuit to provide additional services in some or all of Year 4 (months 37 to 48 months from Enter Date), in which case the agreement shall end when all accrued credits are fully utilized. That is, it is anticipated that, as more fully described in Exhibit A, the City might authorize Circuit to collect Fare Revenue and possibly Advertising Revenue, and the Net Fare Revenue and Net Advertising Revenue (if any) will be used to defray the costs of additional services to be provided into Year 4. Notwithstanding

the foregoing, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line-item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A.

2.4 Reimbursement of Costs. City may reimburse Contractor's out-of-pocket costs incurred by Contractor in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor shall be responsible for all out-of-pocket costs incurred by Contractor in the performance of the Required Services.

2.5 Exclusions. City shall not be responsible for payment to Contractor for any fees or costs which exceed any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to Contractor's errors, omissions, negligence, or acts of willful misconduct or those of Contractor's agents, employees, or subcontractors.

2.6 Payment Not Final Approval. Contractor understands and agrees that payment to the Contractor or reimbursement for any Contractor costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor of the terms of this Agreement. If City determines that Contractor is not entitled to receive any amount of compensation already paid, City will notify Contractor in writing and Contractor shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor and any subcontractors shall comply with all insurance requirements (the "Required Insurance") of the CMO program, as they may be amended from time to time. In particular, Contractor agrees to comply with all requirements stated in Section X of the "Implementation Manual for the Clean Mobility Options Voucher Pilot Program (CMO): Updated December 23, 2022." Such manual is attached hereto as Exhibit B and is incorporated by this reference.

Any insurance requirements in such agreement which require insurance, non-contribution, waiver

of subrogation, being primary insurance, providing insurance, and any other language which protects the State, CALSTART, CARB, or any other related party, shall also apply to protect the Indemnified Parties.

By way of example, and not limitation, section 2.a. on Page 104 requires general liability insurance of no less than \$5,000,000, and that such insurance names CALSTART, among others, as additional insured. Such insurance shall also name “the City of Costa Mesa, its elected and appointed officers, agents, employees, and volunteers.”

Contractor shall also comply with all other terms of this Section to the extent that they do not conflict with Exhibit B.

The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Subcontractors. Contractor must include all sub-Contractors/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractors must also comply with the terms of this Agreement.

3.4 General Liability Coverage to be “Primary.” Contractor’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor and in no way relieves Contractor from its responsibility to provide insurance.

3.5 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor must procure and put into effect equivalent coverage(s).

3.6 Waiver of Subrogation. Contractor’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor waives any right it may have or may obtain to subrogation for a claim against City.

3.7 Verification of Coverage. Prior to commencement of any work, Contractor shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.8 Claims Made Policy Requirements. If General Liability, is provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.9 Not a Limitation of Other Obligations. Insurance provisions under this Section do not limit the Contractor’s obligations under this Agreement, including Indemnity.

3.10 Additional Coverage. To the extent that insurance coverage provided by Contractor maintains higher limits or additional types than the minimums appearing in Exhibit B, City requires and shall be entitled to the additional coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees, and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against any of the Indemnified Parties City based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This indemnity provision does not include any claims, damages, liability, costs and expenses to the extent caused by the sole negligence or willful misconduct of the Indemnified Parties.

4.2. Not Design Professional Services. The Parties agree that none of the services provided pursuant to this Agreement will be provided by any “design professional,” as defined by California Civil Code section 2782.8, as it may be amended from time to time.

4.3 Costs of Defense and Award. Included in Contractor’s obligations under this Section 4 is Contractor’s obligation to defend, at Contractor’s own cost, expense and risk, all suits, actions or

other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for all related legal expenses and costs incurred by any of them.

4.4. Contractor's Obligations Not Limited or Modified. Contractor's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor. Furthermore, Contractor's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor agrees to pay all costs City incurs in enforcing Contractor's obligations under this Section 4.

4.6 Survival. Contractor's obligations under this Section 4 shall survive the termination of this Agreement.

5. REMEDIES

5.1 Termination for Cause. If for any reason whatsoever Contractor fails to perform the Required Services in a proper or timely manner, or if Contractor violates any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to all other rights and remedies City may have under this Agreement, at law or in equity, City may terminate this Agreement by giving thirty (30) days written notice to Contractor. Such notice shall identify the Default and the Agreement termination date. If Contractor notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor up to fifteen (15) additional days after the designated termination date to effectuate such cure. Contractor may be entitled to compensation for work satisfactorily performed prior to Contractor's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

5.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor of such termination or suspension at least sixty (60) days prior to the effective date thereof. Upon receipt of such notice, Contractor shall immediately cease all work under the Agreement. Contractor shall be entitled to receive just and equitable compensation for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

5.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor hereby expressly waives all claims for damages or compensation due to such termination except as expressly provided in this Section 5.

5.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in the Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon

request by City, Contractor shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

5.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in Orange County, State of California.

5.6 Service of Process. Contractor agrees that it is subject to personal jurisdiction in California. If Contractor is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor irrevocably consents to service of process on Contractor by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five (5) days after mailing.

6. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be jointly owned by the Parties. All Work Product shared with the City will be anonymized. No such Work Product shall be subject to private use, copyright or patent rights by Contractor in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

7. PIGGYBACK CLAUSE

It is understood and agreed by Circuit and the Client that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with Circuit, be invoiced therefrom and make its own payments to Circuit in accordance with the terms of the contract established between the new governmental entity and Circuit. It is also hereby mutually understood and agreed that the Client is not a legally bound party to any contractual agreement made between Circuit and any local entity.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor’s unique qualifications and traits. Contractor shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor warrants and represents that they have the authority to execute same on behalf of Contractor and to bind Contractor to its

obligations hereunder without any further action or direction from Contractor or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During this Agreement and for three (3) years following completion of the Required Services, Contractor agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of subcontractors.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor is and shall remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents ("Contractor Related Individuals"), except as set forth in this Agreement. No Contractor Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor Related Individuals; instead, Contractor shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor shall not at any time or in any manner represent that it or any of its Contractor Related Individuals are employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing with copy sent by electronic mail.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code

§§ 1633.1 to 1633.17) as amended from time to time.

8.11. Interpretation. All terms in this agreement shall be interpreted in a manner designed to ensure that Contractor causes the city to be in full compliance with the requirements of the CMO Voucher Program.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

CIRCUIT TRANSIT INC.

By: _____ Date: _____
Daniel Kramer, Director

CITY OF COSTA MESA

By: _____ Date: _____
Lori Ann Farrell Harrison, City Manager

ATTEST

By: _____ Date: _____
Brenda Green, City Clerk

APPROVED AS TO FORM

By: _____ Date: _____
Kimberly Hall Barlow, City Attorney

APPROVED AS TO INSURANCE:

By: _____ Date: _____
Ruth Wang, Risk Management

EXHIBIT A

SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

City of Costa Mesa
Raja Sethuraman, Public Works Director
77 Fair Drive
Costa Mesa, CA 92626
714-754-5343
raja.sethuraman@costamesaca.gov

For Legal Notice Copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. / Purchasing

B. Contractor Contract Administration:

Circuit Transit Inc.
12130 Millennium Drive
Los Angeles, CA 90094
562-252-6680
daniel@ridecircuit.com

For Legal Notice Copy to:

Circuit Transit Inc.
James Mirras
501 East Las Olas Blvd
Fort Lauderdale, FL 33301
james@ridecircuit.com

2. Required Services

A. General Description:

Contractor will provide electric transportation services targeted to the Costa Mesa community in the area shown on Exhibit C (“Shuttle Program Project Service Area”) in accordance with the terms and conditions of this Agreement.

B. Detailed Description/Responsibilities of Contractor:

Purpose. Based on the findings of the City’s CMO Application and associated Community Transportation Needs Assessment Community Shuttle program, the City desires to provide all-electric on-demand shuttle services catered to the needs of the local community (the “Shuttle

Program”) in the Costa Mesa service area (“Shuttle Program Project Service Area”) shown on Exhibit C. The Shuttle Program has been and will be designed with the community’s input and participation to provide safe, convenient, affordable, and accessible first/last mile connections. The goals of the Shuttle Program will be to improve mobility options for the community, provide connections to public transit and key community services, reduce greenhouse gas emissions, improve air quality, and reduce congestion.

Compliance with CMO Agreement is Paramount Concern

Notwithstanding anything else in this Agreement to the contrary, Contractor shall cause the City and the Contractor to be in full compliance with all requirements of the “Mobility Project Voucher Agreement for City of Costa Mesa for Clean Mobility Options Program” entered into between the City of Costa Mesa and CALSTART, Inc. (the “Mobility Project Voucher Agreement.”).

Contractor warrants that it is knowledgeable of, and will comply with, all requirements of the Mobility Project Voucher Agreement, including all related Exhibits, which are incorporated by this reference. In particular, Contractor is knowledgeable of the “Implementation Manual for the Clean Mobility Options Voucher Pilot Program (CMO): Updated December 23, 2022” attached hereto as Exhibit B. The Parties acknowledge that compliance with all requirements of the Mobility Project Voucher Agreement is a material requirement of this Agreement. Any subsequent changes or updates to the CMO Implementation Manual constitute part of this agreement and are incorporated in full into this Agreement by reference. To the extent that any provision of this Agreement would inhibit or prevent compliance with the Mobility Project Voucher Agreement, the latter shall control.

Phasing and Deliverables.

Contractor will operate and implement the Shuttle Program in accordance with all terms and conditions of this Agreement and the Mobility Project Voucher Agreement and provide the following deliverables within the timelines provided below:

Start Date	Time Period	Deliverables
Q2 2024	Planning & Pre launch: within 100 days after execution of City’s contract with Contractor	<ul style="list-style-type: none"> • Acquire vehicles and outfit with customizations for service • Hiring and recruitment of staff, including drivers • Development and launch of app • Launch of Marketing & Outreach plan (Circuit will work with City and Community Partner to develop and execute a marketing and outreach plan to announce launch of new service to the community)

Q3 2024	Year 1 ¹ : Project Kickoff & Launch. Opening Day	<ul style="list-style-type: none"> • Commence Year 1 initial service on the designated launch date • Execute its marketing plan announcing the launch of the new pilot, including any launch event or ribbon cutting with the City. • Conduct ride-alongs and on-job training with new staff to ensure effectiveness and efficiency of service.
Q3 2024	Year 1: Operations, Monitoring & Reporting and Adjusting – Initial Service - Year 1	<ul style="list-style-type: none"> • Operate two (2) electric sedans and one (1) electric ADA van in furtherance of the Shuttle Program to be funded by CMO • Monitor key metrics and feedback • Conduct rider surveys • Implement ongoing marketing strategy • Engage in ongoing community outreach • Sell and execute advertising campaigns • Communicate with and submit monthly reports to the City team • Adjust the service as needed/requested
2025	Year 2: Operations, Service Expansion to General Public	<ul style="list-style-type: none"> • Operate two (2) electric sedans and one (1) electric ADA van in furtherance of the Shuttle Program to be funded by CMO. • Plan and implement for service expansion • Plan and implement service extension to the general public, including rollout timeline. • Collaborate with City and Community Partner/(s) to prepare and implement a marketing and outreach plan for announcing service expansion to existing and potential riders.
2025	Year 2: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare study developing ridership trends to learn busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, needs, and report back to the City with data collected to refine service.
2026	Year 3: Operations	<ul style="list-style-type: none"> • Operate two (2) electric sedans and one (1) electric ADA van in furtherance of the Shuttle Program to be funded by CMO.

¹ The term “Year” as used in this Exhibit A denotes year(s) of operation and not the year(s) of grant funding.

2026	Year 3: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare a study developing ridership trends to learn the busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, and needs, and report back to the City with data collected to refine service.
2027	Some or all of Year 4: Operations, Monitoring, and Reporting	To be determined

Access to Service. Contractor will allow riders to request rides for the Shuttle Program within a geo-fenced coverage zone through a mobile ride request app available on iOS and Android, or by call-in. The Shuttle Program will include an American with Disabilities Act (ADA) accessible vehicle for riders requiring ADA assistance, which can be indicated in the ride request app or when requested by phone.

Funding. The Parties acknowledge and agree that compensation for the Required Services will be paid by City but only to the extent that City actually receives funding from CMO in accordance with Exhibit A, Section 4, below. The Parties acknowledge and agree that the Required Services will be funded solely with the funding sources identified below, during the time periods identified below.

Fares as a Credit for Year 4. Contractor will make the Shuttle Program available to the general public within ninety (90) days of the Effective Date. The Shuttle Program may charge general public users a fare of \$1.00 to \$2.00 per passenger per ride (each a “Fare”; collectively the “Fares”); such amount (if any) shall be established in the sole discretion of the City. A contactless fare program will be implemented and will accept payment via credit card, debit card, or prepaid card. Contractor will be responsible for collecting any and all Fares and to account for any and all Fares collected. Contractor will provide City with a monthly accounting of any and all Fares collected from the Shuttle Program. The City may require an independent audit of the accounting submitted to verify the accuracy of the accounting and the appropriateness of the submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties. Contractor will apply 70% of the total gross revenue generated from any and all Fares towards future Required Services in the form of a credit to the City. This credit will be applied in Year 4 to offset costs of the Shuttle Program during Year 4 and to provide for continuing support for the Shuttle Program. Contractor will retain the remaining 30% of the total gross revenue generated from any and all Fares for processing and administrative costs. City shall have the option to extend this Agreement into some or all of Year 4 (months 37-48 from the enter date). The City may exercise this option in writing upon ninety (90) days notice prior to the end of Year 3.

Advertising (Optional). At the request of the City, Contractor will to prepare, sell, and execute advertising campaigns in conjunction with the Shuttle Program. Contractor acknowledges and agrees that City’s written approval will be required to enter into any advertising contracts or receipt of any Advertising Revenue (defined below). Contractor further acknowledges and agrees that any advertising prepared, sold, or executed in conjunction with the Shuttle Program must comply with all City policies for advertising, and all other applicable rules, regulations, and laws related to advertising. Contractor will be responsible to collect any and all revenues derived from any advertising campaigns (“Gross Advertising Revenue”) and to account for any and all Advertising

Revenue.

For purposes of this Agreement, “Net Advertising Revenue” means the gross advertising revenue received less all other direct costs and expenses incurred in obtaining the Gross Advertising Revenue, including, but not limited to advertisement design, production costs, installation and removal costs and customary and reasonable commissions paid to media sales representative.

Contractor agrees that 50% of all Net Advertising Revenue collected will be applied as a credit towards future Required Services, beginning in Year 4. Contractor will provide City with a monthly accounting of any and all Advertising Revenue collected from the Shuttle Program. The City may require an independent audit of the Advertising Revenue accounting submitted to verify the accuracy of the accounting and the appropriateness of the submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties.

Operating Time. Contractor will operate the Shuttle Program 10 hours per day, 7 days per week with three (3) electric vehicles including one (1) ADA van. The Shuttle Program schedule will be aligned with the needs of the community and will be adjusted as directed by the City as the data from the service becomes available. Any expansion of Required Services will be negotiated and may be agreed upon by the parties in an amended Scope of Work.

Destinations. The focus of the service territory will be on key destinations for the Service Area, including healthcare, grocery, public transit stops, and other destinations as determined through community feedback. Over this period, the service will be adjusted and honed to the needs of this community.

CMO Grant. Contractor acknowledges and agrees that City has obtained a grant from the California Air Resources Board, Clean Mobility Options Voucher Pilot Program (the “CMO Grant”) as a source of funding for the Required Services. The grant voucher agreement, and terms and conditions for the CMO Grant are attached hereto and incorporated herein as Exhibit E (collectively, the “CMO Grant Materials”). Contractor agrees that it has read and understand the requirements in the CMO Grant Materials. Contractor agrees to comply, and cause the City to comply, with all requirements, terms, and conditions of the CMO Grant and the CMO Grant Materials, and all related requirements, terms, and conditions of the CMO Grant. Contractor agrees that its failure to comply, or its failure to cause the City to comply, with all requirements, terms, and conditions of the CMO Grant or the CMO Grant Materials, or any related requirements, terms, and conditions of the CMO Grant constitutes a material breach of this Agreement.

Improvements. Contractor shall be responsible for the construction, maintenance, operation, repair, and replacement of any improvements necessary to operate the Shuttle Program. The Parties acknowledge and agree that it is their intent that necessary construction, maintenance, operation, repair, and replacement of improvements will be subject to reimbursement pursuant to Exhibit A, Section 4 of this Agreement.

C. City Responsibilities

For the Term of this Agreement, City will provide Contractor with electric vehicle storage and parking spaces at no cost to Contractor at a location of City’s choosing. The Parties acknowledge and agree that terms for use, including but not limited to location, of the parking spaces have not yet been finalized. Upon finalization of such terms of use, Contractor acknowledges and agrees that City may require Contractor to enter to additional agreements with the City (e.g., right-of-entry agreements, license agreements) or obtain permits (e.g. construction permits) to memorialize such terms of use.

City agrees to reasonably assist Contractor with access to Level 2 charging for the electric vehicles as appropriate.

3. [Reserved]

4. Compensation:

A. Form of Compensation

The projected total costs to implement the Shuttle Program on an annual basis are identified in the table below, and in the budget document submitted with the Phase 2 CMO application and included in Exhibit E.

Total Program Costs (\$1,500,000.00). Of such costs, a total of \$1,482,770 of such costs will be borne by Contractor, and \$17,230 shall be borne by the City.

CMO Funding	Circuit	City of Costa Mesa
Pre-Launch	\$12,163	\$2,035
Year 1 of Service	\$481,135	\$5,565
Year 2 of Service	\$490,105	\$5,565
Year 3 of Service	\$499,367	\$4,065
Year 4 of Service	TBD	TBD

The Parties acknowledge and agree that any and all payments for Shuttle Program costs will be solely funded by CMO, not the City, for Years 1 through 3 of the Shuttle Program. Contractor acknowledges and agrees that City is only obligated to pay Contractor for the performance of Required Services to the extent that grant funds are approved by the Granting Agencies. Contractor acknowledges and agrees that City shall have no obligation to pay for the Required Services from any other funding source. The amounts stated in the column “City of Costa Mesa” are the amounts of CMO funds expected to be paid to the city from the CMO funds, and the amounts in the Column labeled “Circuit” are expected to be paid to Circuit from the CMO funds..

The Parties agree that 70% of all Fare Revenue accrued during the Term plus 50% of all Advertising Revenue accrued during the Term, shall be credits that will be applied during Year 4 of the Shuttle Program such that the City would not incur any costs in year 4 unless and until all such credits are expended. The parties agree to negotiate in good faith to determine the charge for such service for Year 4. To ensure that City is not required to make any out-of-pocket payments to Contractor which are not covered by the CMO Grant funds, Contractor shall be required to offer to City to provide service on a daily pro-rata basis, based on revenue generated during Year 1-3, and to be agreed upon within three (3) months of the termination of Year 3.

The maximum amount to be paid to the Contractor for services performed during the Term of the Agreement shall not exceed \$1,482,770.

B. Invoicing

Contractor will provide City with a detailed invoice and breakdown by Granting Agency for Required Services performed each month for Years 1 through 3, within thirty (30) days of the end of the month in which the Required Services were performed.

Upon receipt of the invoice, City will review the invoice and pay Contractor for approved amounts, in an amount not-to-exceed forty-two thousand dollars (\$42,000), within thirty (30) days. After payment by City, City will seek reimbursement from the Granting Agencies. If City does not receive reimbursement from the Granting Agencies for any amount paid to Contractor, all such unreimbursed amounts will be offset against future invoices submitted by Contractor. City will provide Contractor with documentation of such non-reimbursement by the Granting Agencies.

Billing Information

Contact Person:

Raja Sethuraman

77 Fair Drive

Costa Mesa CA 92626

Email: Raja.sethuraman@costamesaca.gov

In addition to any other remedy available to Contractor for late payments, Contractor shall offset any balance or amounts owed on any credits due to City from Net Fare Revenue or Net Advertising Revenue until such outstanding invoice is paid.

City acknowledges and agrees that Contractor is not required to continue Required Services in the event of the Granting Agencies' failure to pay the invoice due to Contractor or reimburse City for any amount paid to Contractor. If payment is not received within thirty (30) days of written notice of late payment or if City offsets against future invoices submitted by Contractor, Contractor shall have the right to temporarily reduce and/or suspend Required Services without liability to Contractor until such outstanding invoice is paid in full. If litigation is commenced for collection of late payments, Contractor shall be entitled to recover its reasonable attorneys' fees and related costs from City.

EXHIBIT B

IMPLEMENTATION MANUAL FOR THE CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM (CMO) UPDATED DECEMBER 23, 2022

LINK TO THIS EXHIBIT CAN BE ACCESSED HERE: <https://cleanmobilityoptions.org/wp-content/uploads/2022/12/Final-Implementation-Manual-December-23-2022.pdf>

EXHIBIT C

SHUTTLE PROGRAM PROJECT SERVICE AREA

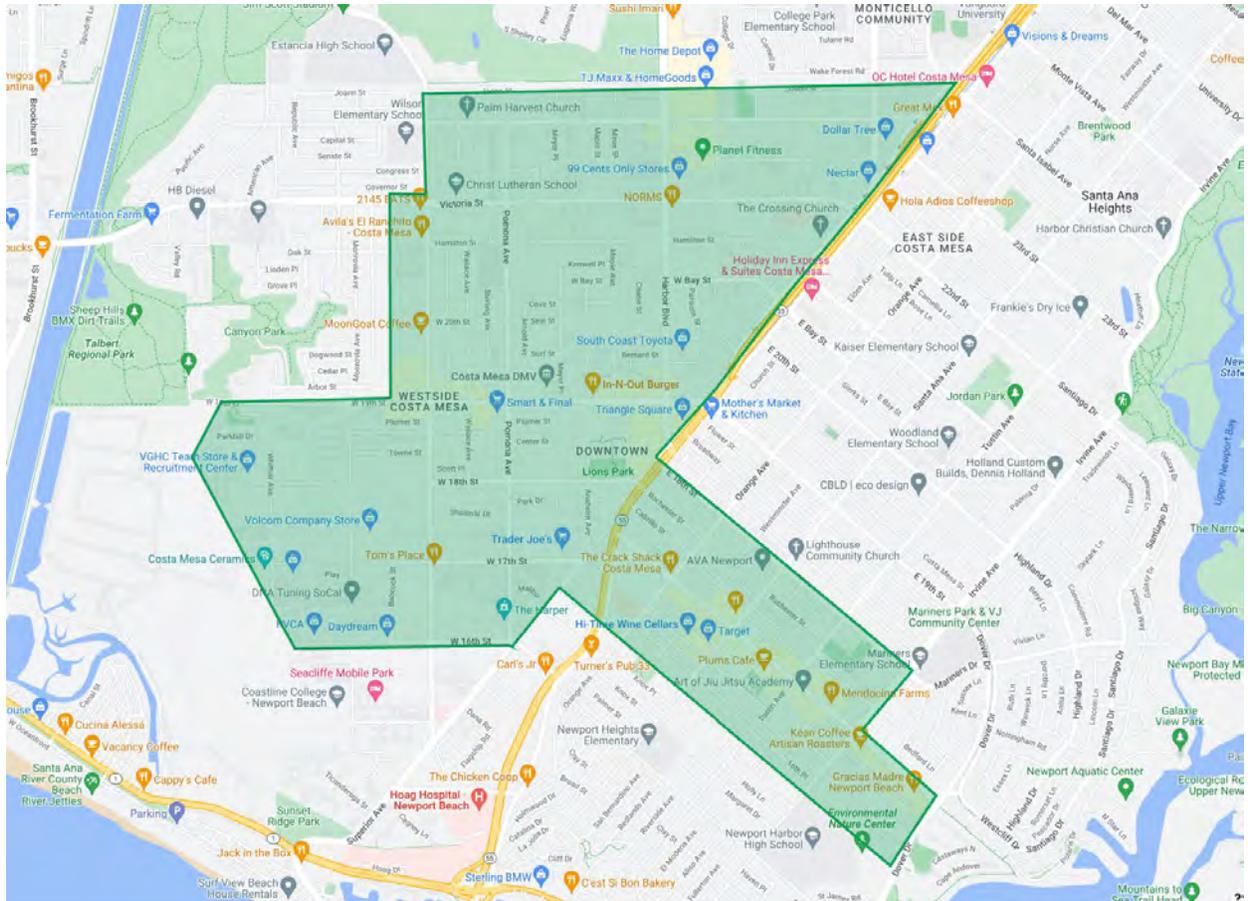


EXHIBIT D

CMO GRANT MATERIALS AND VOUCHER AGREEMENT

EXHIBIT D



MOBILITY PROJECT VOUCHER AGREEMENT

(Agreement Number MP23W2A-5G)

FOR

City of Costa Mesa

FOR



Clean Mobility Options

Voucher Program

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Exhibits

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

Clean Mobility Options Voucher Program
Mobility Project Voucher
Voucher Agreement
MP23W2A-5G

This Voucher Agreement (hereinafter, "Agreement") is made and entered between the CALSTART, Inc., whose principal place of business is 48 S. Chester Avenue, Pasadena, California 91106, hereinafter referred to as "Program Administrator" and City of Costa Mesa, whose principal place of business is 77 Fair Drive, Costa Mesa, CA 92626, hereinafter referred to as "Awardee". Program Administrator and Awardee are at times collectively referred to herein as "Parties."

Recitals

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

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

WHEREAS, City of Costa Mesa, qualifies as a voucher applicant per the Implementation Manual for the Clean Mobility Options (hereinafter "CMO") Voucher Program (hereinafter, "Program").

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

WHEREAS, City of Costa Mesa represents that it is willing and able to perform the activities set forth herein;

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

CLEAN MOBILITY OPTIONS (CMO) VOUCHER PROGRAM TERMS

1. Complete Agreement

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

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

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

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

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

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

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

2. Voucher Acknowledgement

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

3. Voucher Summary and Contact Information

Project Title:	Circuit Costa Mesa
Total Funding:	\$1,500,000.00
Project Lead (Awardee):	City of Costa Mesa
Main Contact:	Jennifer Rosales
Contact Title:	Transportation Services Manager
Address:	77 Fair Drive
City, State, Zip	Costa Mesa, CA, 92626
Contact Telephone:	714-754-5180
Authorized Official:	Lori Ann Farrell Harrison
Authorized Official Title:	City Manager

4. Agreement Term

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

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

5. Performance and Reporting Requirements

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

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

6. General Requirements

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

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

7. Motor Vehicles and Micromobility Devices

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

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

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

8. Infrastructure

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

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

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

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

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

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

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

9. Planning, Operations, and Maintenance

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

10. Outreach, Communication, and Participation

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

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

11. Budget and Voucher Payments

A. Budget Amount

- a) In accordance with the actual costs summarized in the Budget Categories in Exhibit B, the Awardee will be reimbursed for actual costs incurred in an amount not to exceed one million five hundred thousand and 00/100 dollars (\$1,500,000).
- b) Subject to prior written approval from the Program Administrator, budget line-item shifts of up to 25 percent of the Voucher Funds may be made during the Term, as long as the total voucher amount is unchanged and all other voucher redemption requirements are met. If the line-item shift is more than 25 percent, the Awardee must justify the reason for the amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. All line-item shifts must be consistent with Exhibit B (Attachment I).

B. Voucher Payments for Awardees with Cost-Based Payments

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

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

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

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

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

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

12. Suspension of Payments and Early Agreement Termination

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

termination, all remaining funds must be immediately returned to the Program Administrator.

13. Oversight and Accountability

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

14. Modification to Agreement

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

15. Change of Business

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

- A. A change to the Awardee's address.
- B. A change in the Awardee's business name or ownership.
- C. The existence of any litigation or other legal proceeding affecting the project.
- D. The occurrence of any casualty or other loss to project personnel, equipment, or third parties of a type commonly covered by insurance.

E. Receipt of notice of any claim or potential claim against the Awardee for a patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Program Administrator’s, and/or CARB’s and CEC’s rights.

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

16. Notices and Contract Representatives

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

CALSTART

For legal and contract matters:	For program matters:
Piero Stillitano, CFO	Nour Katabi, Project Manager II
CALSTART, Inc.	CALSTART, Inc.
48 S. Chester Avenue	48 S. Chester Avenue
Pasadena, CA 91106	Pasadena, CA 91106
Phone: 626-744-5608	Phone: 626-744-5603
Email: pstillitano@calstart.org	Email: nkatabi@calstart.org

City of Costa Mesa

For legal and contract matters:	For program matters:
Jones Mayer, City Attorney	Jennifer Rosales, Transportation Manager
City of Costa Mesa	City of Costa Mesa
3777 N. Harbor Blvd.	77 Fair Drive
Fullerton CA, 92835	Costa Mesa, CA 92626
Phone: (714) 754-5399	(714) 754-5180
Email: Jones.mayer@costamesaca.gov	Jennifer.rosales@costamesaca.gov

17. Insurance Requirements

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

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

18. Representations and Certifications

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

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

19. Confidentiality and Data Security

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

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

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

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

20. General Provisions

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

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

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

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

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

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

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

- N. **Dispute:** The Awardee shall continue with the responsibilities under the Agreement during any dispute between the Awardee and Program Administrator or CARB, unless otherwise directed by CARB. The Awardee will work in good faith with CARB and the Program Administrator to resolve any disagreements or conflicts arising from the implementation of the Agreement. However, any disagreement that cannot be resolved at the management level within 30 calendar days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any rights or remedies that the Parties may have under the law.
- O. **Environmental justice:** In the performance of the Agreement, the Awardee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low- income populations of the State. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state, and federal law.
- P. **Fiscal management systems and accounting standards:** The Awardee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit the tracing of the awardee funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State, or federal law or the Agreement. Unless otherwise prohibited by local, State or federal law, the Awardee further agrees that it will maintain separate voucher fund accounts as required to manage and administer the Project, in accordance with generally accepted accounting principles.

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

- Q. **Force majeure:** Neither the Program Administrator nor the Awardee are liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Agreement. The Program Administrator may terminate this Agreement immediately, in writing and without penalty, in the event the Awardee invokes this clause, in which case the Awardee shall immediately return all remaining Voucher Funds to the

Program Administrator or their designee, cease all expenditure of Voucher Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Agreement.

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

marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Agreement or funded with Voucher Funds. In addition:

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

- W. No third-party rights: The existence or terms of this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of the Agreement, or of any duty, covenant, obligation or undertaking established herein.
- X. Office of Foreign Asset Control: The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Awardee represents, warrants and agrees that neither the Awardee nor any of its contractors, subcontractors, sub-awardees, affiliates, agents, employees, officers, representatives or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals ("SDN") or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- Y. Ownership: The Awardee acknowledges, accepts, and agrees that all rights, including all intellectual property rights, in and to PII, data, information, documentation, materials, or other intellectual property developed, licensed, or acquired in performance of this Agreement shall remain the exclusive property of CARB and/or CEC. The Awardee has a non-exclusive, royalty-free license to access and use such information and property solely for performing its obligations under this Agreement. Nothing herein shall be construed to confer any license in such information or property, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information or property by the Awardee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the Awardee or third-party service, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by CARB or the Program Administrator. It will be the Awardee's responsibility to immediately turn over this property and information to CARB no later than 10 business days prior to the termination, cancellation, or expiration of this Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transition Plan. No such information, data, documents, or

intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event the Awardee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Agreement, the Awardee shall provide CARB and/or CEC a prompt written notice prior to disclosure with sufficient time for CARB and/or CEC to challenge or stay any release in an appropriate court of law.

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

version, as provided under section 20.A of this Agreement.

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

- X. Presentations, pamphlets, posters, videos, or other electronic media used to support Program.
 - XI. An official file for Program, which shall adequately document all significant actions relative to the project.
 - XII. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of the Awardee.
- d) All Project records must be retained for a period of five (5) years after termination or expiration of the Agreement, whichever occurs first. Upon completion of the third year of record retention, the Awardee shall submit all remaining Project records to the Project Administrator that have not previously been requested or turned over to the Project Administrator. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from the Project Administrator or CARB.
- e) All Project records are subject to audit pursuant to the audit provisions of this Agreement.

DD. Remedies:

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

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

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

GG. Termination:

- a) Termination Without Cause by Program Administrator. This Agreement may be terminated at any time for any or no reason by Program Administrator upon providing thirty (30) days advance written notice.
- b) Termination for Cause by the Awardee. Upon providing ninety (90) days advance written notice to Program Administrator, this Agreement may be terminated by the Awardee if Program Administrator has breached a material provision of the Agreement.
- c) Termination for Cause by Program Administrator. This Agreement may be terminated by Program Administrator without advance notice at any time if Program Administrator has determined, in its sole discretion, that the Awardee, or any of the Awardee partners, consultants, contractors, subcontractors, employees, representatives, agents, officers, affiliates, or sub-awardees has breached any of the terms or conditions of this Agreement or has violated or are in violation of any of their respective obligations or responsibilities under this Agreement or any other agreement where CARB is an intended third party beneficiary.
 - I. Non-performance (Breach) Provisions. The Awardee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Agreement. These circumstances will be solely determined by CARB and include, but are not limited to:
 1. Failure to comply with any of the provisions of the Agreement, including Exhibits.
 2. Failure to obligate or expend Voucher Funds within established timelines, or failure to show timely interim progress to meet these timelines.
 3. Insufficient performance or widespread deficiencies with Voucher Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 4. Misuse of Voucher Funds.
 5. Funding of ineligible activities or other items.
 6. Exceeding the allowable Voucher Fund.
 7. Insufficient, incomplete, or faulty documentation.
 8. Failure to provide required documentation or reports requested from Program Administrator, CARB, or other State agencies, in a timely manner.
 9. Poor performance as determined by a review or fiscal audit.

- II. Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Agreement, upon request by the Program Administrator, the Awardee will also perform as follows:
1. Within fourteen days of any request, timely develop and implement a corrective action plan.
 2. Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, sub-awardees and employees to immediately cease all work and spending.
- d) Upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Awardee shall immediately turn over all remaining Voucher Funds in its possession or control and all records, PII, intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Voucher Funds, the Project and the Program, as well as any other materials requested by the Program Administrator or as otherwise required by any of the provisions of this Agreement.
- e) The Program Administrator, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another awardee.
- f) Unless otherwise directed in writing by the Program Administrator, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Awardee shall immediately cease all work, and cease all expenditure of Voucher Funds.
- g) Unless otherwise directed in writing by the Program Administrator, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), the Awardee shall submit a final Voucher Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by the Program Administrator before any final payments are disbursed. Upon receipt of the Voucher Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, the Program Administrator, at its sole discretion, may make a final payment to the Awardee. This payment shall be for all Program-Administrator-approved, actually incurred costs that in the opinion of the Program Administrator are justified. However, the total amount paid shall not exceed the total authorized amount for the Voucher Funds.
- HH. Third Party Beneficiary: The Awardee represents, warrants and agrees that the Awardee shall name CARB and the State of California as third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Voucher Funds, or for the purpose of carrying out any of the terms or conditions of this Agreement during the Term.

- II. **Timeliness:** Time is of the essence in performance of the Agreement. The Awardee agrees to proceed with and complete all of its obligations under the Agreement in an expeditious manner.

- JJ. **Waiver of rights:** Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the Program Administrator, CARB, or the State provided for in the Agreement are in addition to any other rights and remedies provided by law.

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

21. Entire Contract

This Agreement, and all Exhibits hereto, and any documents incorporated by reference represents the entire agreement between the Parties hereto related to the Awardee providing services to the Program Administrator, and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Agreement. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

22. Authority

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

[Signatures on following page.]

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

<p>CALSTART, Inc.</p> <p>By: _____ (Signature)</p> <p>Name: <u>Piero Stillitano</u> (Print Name)</p> <p>Title: <u>Chief Financial Officer</u> (Print Title)</p> <p>Date: _____</p>	<p>City of Costa Mesa:</p> <p>By: _____ (Signature)</p> <p>Name: <u>Lori Ann Farrell Harrison</u> (Print Name)</p> <p>Title: <u>City Manager</u> (Print Title)</p> <p>Date: _____</p>
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EXHIBIT A

Notice of Intent to Award

From: [Clean Mobility Options](#)
To: jennifer.rosales@costamesaca.gov
Cc: [Katie Smet](#)
Subject: Notice of Intent to Award & Voucher Execution Checklist (A-5G City of Costa Mesa)
Date: Monday, October 9, 2023 11:57:26 AM
Attachments: [MPV Voucher Execution Checklist .pdf](#)
[Conflict of Interest Form.pdf](#)
[Confidentiality Statement Form.pdf](#)

NOTICE OF INTENT TO AWARD: MOBILITY PROJECT VOUCHER FOR THE CITY OF COSTA MESA

Dear Jennifer Rosales,

Congratulations! We are pleased to inform you of our intent to award the City of Costa Mesa the **Clean Mobility Options Voucher Pilot Program's 2023 Mobility Project Voucher (MPV)**. **Funding for your voucher has been reserved, as referenced below:**

Application #	MPV23W2A-5G
Project Title	Circuit Costa Mesa
Lead Applicant	City of Costa Mesa
Sub-Applicant(s)	Circuit Transit
Funds Reserved	\$1,500,000

Voucher Execution Deadline:

Please be advised that you have 180 days from receipt of this Notice of Intent to Award or until **April 6, 2024**, to execute your Voucher Agreement, following the Clean Mobility Options (CMO) Implementation Manual guidelines. To meet this deadline, please submit all required documents listed in the attached **MPV Voucher Execution Checklist** no later than **March 6, 2024**.

Next Steps and Assistance:

Our team is dedicated to assisting you throughout the voucher execution process. Following this email, Katie Smet from the Program Administrator team will contact you to schedule an Information Session for an upcoming Tuesday in the next two weeks. The Information Session will provide a thorough understanding of the CMO Voucher Execution process and CMO insurance requirements. If you have any inquiries regarding voucher execution, feel free to contact Katie Smet at ksmet@calstart.org.

Submission of Documents:

Please submit all required Voucher Execution Checklist documents to:

- admin@cleanmobilityoptions.org or CALSTART, Attn: Clean Mobility Options, 48 So. Chester Avenue, Pasadena, CA 91106.

Voucher Execution:

1. Once the Program Administrator receives, reviews, and approves your Voucher Execution Checklist documents, we will assemble and package your Voucher Agreement for e-signature. The following supporting documents are attached for your review and will be assembled in your packaged Voucher Agreement:
 - a. Attachment 2: Conflict of Interest Declaration

b. Attachment 3: Confidentiality Statement

2. After executing the Voucher Agreement, you will receive onboarding assistance from your Cohort Facilitator, who will guide you through the onboarding and implementation process. Resources to help implement your project can be found in the MPV Implementation Toolkit, [HERE](#).

IMPORTANT: The Voucher Agreement must be executed (signed by both parties), AND your insurance must be DEEMED compliant to commence work reimbursable from the funds in your Mobility Project Voucher.

Again, congratulations on your award! We are excited to work with you on your MPV project!

Sincerely,
Clean Mobility Options Program Administrator

Exhibit A – Attachment 1
Voucher Execution Checklist

VOUCHER EXECUTION CHECKLIST CITY OF COSTA MESA Please Submit the Required Documents no later than March 6, 2024, to admin@cleanmobilityoptions.org		
#	REQUIRED DOCUMENT	DESCRIPTION OF REQUIREMENTS
1	CERTIFICATE OF INSURANCE	<p>Please submit a Certificate of Insurance (COI) for the Project Lead and all sub-applicants, sub-contractors, and partner entities who will be working on the project in a paid, non-paid, volunteer pursuant to CMO Insurance Requirements outlined in the Implementation Manual (Sections X.1).</p> <p>Important note: The COI is not required to execute the voucher agreement but must be submitted within 60 days from the date of voucher execution.</p> <ul style="list-style-type: none"> • CMO insurance compliance is required to submit payment requests after voucher execution for costs incurred and completed milestones related to the project. • Only costs incurred from administrative activities between voucher execution and insurance compliance are reimbursable. <p><i>The information session will cover the Insurance Requirements, and the Awardee will receive a guide and sample Certificate of Insurance once it is finalized.</i></p>
2	APPROVED RESOLUTION	<p>Please provide an approved resolution or documentation of approval of the project from the governing board that will commit the lead agency or organization to comply with the following:</p> <ol style="list-style-type: none"> 1. To comply with the requirements of the program; 2. To accept the voucher funds; and 3. To allocate any funding the awardee has committed to be part of the project application. <p><i>Click HERE to see sample resolutions. Resolution requirements will be covered in the information session.</i></p>
3	FLEET OWNERSHIP INFORMATION (If Available)	<p>If you are requesting CMO funding for motor vehicles or micromobility, please complete and submit the Fleet Ownership form. If the project team hasn't yet identified its fleet owner(s), you'll be asked to provide this information after voucher execution. This form identifies the party that will take ownership of the motor vehicles and/or micromobility devices funded by CMO.</p> <p><i>The information provided will be inputted into the Scope of Work, referred to as Exhibit B in your Voucher Agreement, and will be covered in the information session.</i></p>

Exhibit A – Attachment 1
Voucher Execution Checklist

4	MOBILITY OPERATOR INFORMATION (If Available)	<p>If your project has identified a Mobility Operator, please complete and submit the Mobility Operator Information Form. This form should include the contact information of the mobility operator for each project service model if more than one. If a Mobility Operator has not been selected yet, please be prepared to provide this information no later than the first payment request for any vehicle or infrastructure equipment or within three months from the Voucher Agreement execution date, whichever comes first.</p> <p><i>The information provided will be inputted into the Scope of Work, referred to as Exhibit B in your Voucher Agreement, and will be covered in the information session.</i></p>
5	PAYABLE PROJECT MILESTONE SCHEDULE (Optional)	<p>Your project has the option to use a milestone-based payment method for reimbursement. This method allows you to request payment upon completing milestones detailed on your Project Milestone Schedule. If using this payment method, please use your Project Milestone Schedule and budget worksheet to complete and submit a Payable Project Milestone Schedule using the template the Program Administrator will provide following the information session.</p> <p><i>The information session will cover the Payable Project Milestone Schedule components, and the Awardee will receive a sample once it is finalized. If you opt for this payment method, the Payable Project Milestone Schedule will be inputted into the Scope of Work, referred to as Exhibit B in your Voucher Agreement.</i></p> <p><i>Submission Format: Word preferred.</i></p>



From: [Mateo Henderson](#)
To: [jennifer.rosales](#)
Cc: ["Clean Mobility Options"; Perry Holmes](#)
Subject: FOR REVIEW and APPROVAL: City of Costa Mesa A-G5 CMO Voucher Agreement
Date: Thursday, April 18, 2024 12:04:12 PM
Attachments: [City of Costa Mesa G5-Voucher Agreement FOR REVIEW-4.5.24.docx](#)
[Exhibit B - \(G-5\) Scope of Work APPROVED 2024.03.15.docx](#)

Warning: This email was sent from an external source. Please beware of phishing or other suspect activity.

Dear City of Costa Mesa,

The CMO Program Admin (PA) Team is pleased to share the attached MPV Voucher Agreement Template and Scope of Work (Exhibit B) for your **review and approval**. After your review, please confirm approval of the attachments.

- **MPV Voucher Agreement Template and Scope of Work (Exhibit B):** Please pay special attention to the content in blue font to verify that the information accurately represents your project. If there are any sections left blank, kindly fill them in as necessary. Additionally, we request your approval of the "Project Overview" description in Exhibit B. This description will be featured in the CMO Press Release and on the CMO Website.
- The voucher agreement will include an additional exhibit, which will be shared once finalized. The exhibit will outline the reporting and recordkeeping requirements for all state-funded EVSE infrastructure installations. These reporting requirements are set by legislation [AB 2061](#) as implemented by the California Energy Commission. **If you wish to proceed with executing your voucher agreement before the additional exhibit is finalized, we'll promptly amend it to your agreement once it's ready.**
- **IT IS IMPORTANT TO NOTE that the terms and conditions in the agreement are non-negotiable.**

Voucher Execution Extension:

- The PA Team is granting an additional three months to execute your voucher agreement. This extension is based on today's date, moving the deadline to **July 17, 2024**.

Next Steps:

1. Initial Review and Approval:

- a. Upon approval of the Voucher Agreement and Exhibit B, along with the submission of the requested documents, the PA Team will proceed to assemble your voucher agreement into a PDF.
- b. Please send the outstanding Voucher Execution Checklist Documents shown in the table below to the PA team.

Voucher Execution Checklist Documents	Status
1. Project Milestone Schedule for Milestone-Based Payments (if applicable)	Completed
2. Approved Resolution	Completed
3. Fleet Ownership Form (if available)	Not submitted
4. Mobility Operator Form (if available)	Completed

2. **Final Review and Approval:**

- a. Once the initial process is completed, the PA Team will send the final voucher agreement for your review and approval.
- b. Upon your approval of the final voucher agreement, the PA Team will route the agreement for your signature.
- c. If executing your voucher before Exhibit K is finalized, we will work with you to amend Exhibit K to your agreement when it is ready.

EXHIBIT B

Scope of Work

Scope of Work

Attachment 1: Budget Worksheet

Attachment 2: Project Milestone Schedule (for awardees with cost-based payments)

VOUCHER NUMBER: MP23W2A-5G

TOTAL VOUCHER AMOUNT NOT TO EXCEED: \$1,500,000

1. Lead Applicant (Awardee) Information

Organization Name: City of Costa Mesa		
Organization Type: Public Agency		
Mailing Address: 77 Fair Drive		
City: Costa Mesa	State: CA	Zip Code: 92626
Lead Applicant Primary Contact Name: Jennifer Rosales		
Phone: 714-754-5180	Primary Email: jennifer.rosales@costamesaca.gov	

2. Project Overview

Project Title: Circuit Costa Mesa
<p>Project Objectives: <i>Describe the type of mobility service, number of vehicles or micromobility devices, location and target population that will benefit from service, and gaps or priorities the mobility service will address.</i></p> <p>The City of Costa Mesa is harnessing CMO Funding to introduce the Circuit Costa Mesa program, an all-electric on-demand shuttle service. This initiative is designed to provide safe, cost-effective, and convenient first and last-mile transportation connections for both the local community and visitors, connecting crucial destinations such as healthcare facilities, transportation hubs, grocery stores, and local businesses. Operating up to 10 hours a day, seven days a week, with ongoing updates based on community feedback. The program will expand mobility options for disadvantaged communities, establish links to public transit and essential community services, promote economic development, and contribute to improved air quality.</p>

EXHIBIT B: Scope of Work

Project Budget:		
Total Budget:	\$1,500,000.00	Budget Worksheet: See Attachment 1
Promise to Repay Approved Costs: This Exhibit represents a promise to repay for approved costs used to (check all that apply):		
<p>1. _____ Lease or take ownership of motor vehicle(s) (GVWR 2,000 lbs or more)</p> <p>2. _____ Lease or take ownership of bicycles, scooters, or other vehicles (under 2,000 lbs GVWR)</p> <p>3. <u> X </u> Installation of electric vehicle supply equipment (EVSE)</p> <p>4. _____ Installation of other infrastructure (Explain: <i>for example, bike infrastructure, solar infrastructure if applicable</i>)</p> <p>5. _____ Other (Explain: _____)</p>		
Community Resource Contribution Items: See Exhibit C		
Community Outreach Plan: See Exhibit E (Section 4 of Phase 2 Application)		

EXHIBIT B: Scope of Work

<p>Project Area Information:</p> <ul style="list-style-type: none">● Location (City/Neighborhood): Costa Mesa● Project Eligibility:<ul style="list-style-type: none"><input checked="" type="checkbox"/> SB 535 Disadvantaged Communities<input checked="" type="checkbox"/> AB 1550 Low-Income Communities<input type="checkbox"/> Tribal lands within AB 1550 Low-income Communities or SB 535 Disadvantaged Communities <p>Census Tracts:</p> <p>0630.10 0633.02 0633.01 0634.00 0632.02 (potential) 0636.05 0636.04 0636.01 0637.01 0638.03 (potential) 0638.08 0637.02 0639.06 0639.05</p>
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3. Sub-Applicant(s) Information (If Applicable)

Information about the organization(s) who have entered a partnership with the Lead Applicant. See the Letter of Commitment from the Sub-Applicant with the application (Exhibit E- Phase 2 application).

Organization Name: Circuit Transit		
Mailing Address: 501 E Las Olas Blvd, Suite 300		
City: Ft. Lauderdale	State: FL	Zip Code: 33301
Primary Contact Name: Perry Holmes		
Phone: 248-990-2370	Primary Email: perry.holmes@ridecircuit.com	

4. Motor Vehicle Fleet Owner Information (If Applicable)

Information about the party that will take ownership of the motor vehicles used in the CMO shared mobility service. The party may be the same or different than the lead applicant. *Note: if the party is different from the lead application, the Fleet Owner must agree to abide by the terms and conditions in the voucher agreement.*

Organization Name: Circuit Transit		
Primary Contact Name: Perry Holmes		
Mailing Address: 501 E Las Olas Blvd, Suite 300		
City: Ft. Lauderdale	State: FL	Zip Code: 33301
Phone: 248-990-2370	Primary Email: perry.holmes@ridecircuit.com	

5. Mobility Operator Information (If Applicable)

Information about the mobility operator for each project service model (if more than one). The party may be the same or different than the lead applicant. *Note: Securement of the Mobility Operator with the contract is due by first payment for any vehicle or infrastructure equipment or within three months from the Voucher Agreement execution date, whichever is sooner.*

Project Service Model: On-Demand Shuttle		
Organization Name: Circuit Transit		
Primary Contact Name: Perry Holmes		
Mailing Address: 501 E Las Olas Blvd, Suite 300		
City: Ft. Lauderdale	State: FL	Zip Code: 33301
Phone: 248-990-2370	Primary Email: perry.holmes@ridecircuit.com	

Attachment 1- Budget Worksheet

Mobility Provider Voucher Budget Worksheet

Instructions: Use this budget worksheet to specify items needed for individual expense categories. Enter data in blue cells. Do not enter data in grey or white cells. Add rows as necessary. The entire sheet is "unlocked" and it is the applicant's responsibility to ensure that subtotals and calculations are accurate. Voucher amounts and category totals must comply with allowable voucher amounts in the Implementation Manual. For any contributed resource contributions to meet the 5-year Voucher Agreement Term, indicate monetary assets under "Community Resource Contributions". It is recommended that applicants additionally complete the optional "Category Eligibility Check Worksheet" in the table below to ensure that they meet eligibility requirements for categories that have minimum and maximum requirements. Please note that administrative activities can be reimbursed during the last year of your voucher agreement (Year 4 of Service Operation), this includes insurance compliance, activities associated with payment request submissions, data reporting, printing, record retention, and mailing.

Section 1: Project Components		Section 2: Voucher Budget							
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request	Annual Budget Breakdown Up to Year 3 of Service Operation Period						Annual Budget Breakdown for Year 4 of Service Operation (Administrative Expenses Only)
			(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)
Direct Labor (Fringe Benefits & Indirect Costs included)									
Voucher Administration	City of Costa Mesa Staff Time	\$39.97	356	\$14,230	\$2,035	\$4,065	\$4,065	\$4,065	
				0					
				0					
Planning				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Travel/Mileage									
Voucher Administration	CMEA Attendance	\$775/year	2 yrs	\$1,550		\$775	\$775		
	CMEA Travel	\$725/year	2 yrs	\$1,450		\$725	\$725		
Planning Costs				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Equipment/Capital Costs (LEAD Only)									
Motor Vehicles and Associated Hardware				0					
				0					
Bicycles and Scooters				0					
				0					

Optional: Category Eligibility Check Worksheet

Instructions: Calculate sums in "Category Total" and "Applicable Denominator" Columns. User may need to adjust example formula if additional rows were manually inserted above.

Cost Category	Eligibility Requirement Summary (See Implementation Manual for Details)	Category Total	Applicable Denominator	Percentage	Conforms to Eligibility Requirement?
Bicycle/Scooter Infrastructure and Installation	Maximum of 300% of amount of electric bicycle/scooter vehicles or 200% of amount of non-electric bicycle/scooter vehicles amount				
Additional Transportation Enhancements	Maximum of 25% of total voucher amount				

Notes:

**Attachment 2: Project Milestone Schedule
(for Awardees with Cost-Based Payments)**

CMO PROJECT MILESTONE SCHEDULE

PURPOSE: The **Project Milestone Schedule** is a tool to help you know when you need to meet CMO program milestones and to think about the timing and sequence of the project milestones your project needs to have in place to have your project be successful. **This template will be included in your voucher agreement** and will help to track progress towards your project plan. *Your project milestone schedule can be modified and updated over the voucher agreement term.*

INSTRUCTIONS: To complete your Project Milestone Schedule, fill out the template below. Items marked **RED** are requirements, and items color-coded **BLUE** are for you to modify:

1. Mark the **milestone number (Column A)**, **description of the milestone to achieve (Column B)**, and the **month number (Column C)** in which you plan to achieve the milestone over the 5-year voucher agreement term, starting with Voucher Execution (0 month). Please leave Calendar Date (Column D) blank. You can insert actual calendar dates (Column D) after your voucher has been executed.
2. Add in milestones and details for your project that are other additional steps critical to achieving launch within 15 months from project kick-off meeting.
3. Add/modify rows to this template, as appropriate, based on your project plan. At a minimum, you may use this template as your project milestone schedule, but you are encouraged to modify this template to suit your project.
4. Include work start dates as individual milestones for sub-contractors and other partners.

NOTE 1: Key CMO Program Requirements with deadlines are already in the template; you may meet these deadlines sooner than listed, but no later than those listed in order for you to meet the project launch deadline of within 1 year of voucher execution.

NOTE 2: Quarterly status reporting and payment reimbursements templates will be distributed to awardees at a later date, and are intended as opportunities to reflect the progress made on each of the project milestones.

DEADLINE: Submit your completed Project Milestone Schedule to: admin@cleanmobilityoptions.org in Word or Excel Format **PRIOR TO VOUCHER EXECUTION** in order to include in your voucher agreement.

Costa Mesa			
PROJECT MILESTONE SCHEDULE OVER 5-YEAR MOBILITY PROJECT VOUCHER TERM			
A. MILESTONE NUMBER	B. DESCRIPTION OF MILESTONE TO BE ACHIEVED	C. MONTH NUMBER ACHIEVED	D. CALENDAR DATE [ADD AFTER VOUCHER EXECUTION]
Voucher Agreement Execution – COMPLIANCE			
1	Voucher agreement executed.	0 months	[Input AFTER Voucher executed]

CMO PROJECT MILESTONE SCHEDULE

2	Project Kick-Off Meeting: Project must be deemed insurance compliant by the Program Administrator.	60 days (Program Requirement)	[Input AFTER Voucher executed]
3	Secure contract with a Mobility Provider. Provider: Circuit Provide proof of contract to the Program Administrator that a mobility provider is secured and under contract.	3 months (Program Requirement)	[Input AFTER Voucher executed]
1st Funding Year - PLANNING ([Kick-off meeting date] - 15 months) (Launch is required by 15th month)			
4	Acquire all planned CMO-funded vehicles and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
5	Complete final installation of all planned CMO-funded infrastructure and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
6	Soft Launch mobility service. Intended users of the service start using the service.	15 months (Program Requirement)	[Input AFTER Voucher executed]
7	Implement Launch Marketing Plan, including official launch with a launch event.	3-4 months	
8	Institute regular schedule of project team meetings and community engagement	0-4 months	
2nd Funding Year - OPERATION YEAR 1			
9	Continue operating mobility service in compliance with CMO T&Cs.	15 -24 months (Program Requirement)	[Input AFTER Voucher executed]
11	Community Outreach & Engagement (ongoing)	0-24 months	
12	Sell and execute third party advertising campaigns on vehicles (ongoing)	0-24 months	
13	Explore additional funding to sustain or expand program	4-24 months	

CMO PROJECT MILESTONE SCHEDULE

3rd Funding Year - OPERATION YEAR 2			
14	Continue operating mobility service in compliance with CMO T&Cs	25 -36 months (Program Requirement)	[Input AFTER Voucher executed]
15	Community Outreach & Engagement (ongoing)	25-36 months	
16	Sell and execute third party advertising campaigns on vehicles (ongoing)	25-36 months	
17	Explore and/or secure additional funding to sustain or expand program	25-36 months	
4th Voucher Year - OPERATION YEAR 3			
18	Continue operating mobility service in compliance with CMO T&Cs.	37 -48 months (Program Requirement)	[Input AFTER Voucher executed]
19	Sell and execute third party advertising campaigns on vehicles (ongoing)	37-48 months	[Input AFTER Voucher executed]
20	Community Outreach & Engagement (ongoing)	37-48 months	[Input AFTER Voucher executed]
21	Explore and/or secure additional funding to sustain or expand program	37-48 months	
5th Voucher Year (Only CMO Admin Funding) - OPERATION YEAR 4			
22	Continue operating mobility service in compliance with CMO T&Cs.	49 -60 months (Program Requirement)	[Input AFTER Voucher executed]
23	Sell and execute third party advertising campaigns on vehicles (ongoing)	49-60 months	
24	Community Outreach & Engagement (ongoing)	49-60 months	[Input AFTER Voucher executed]
25	Voucher Agreement Term Ends.	60 months	[Input AFTER Voucher executed]

EXHIBIT C

Community Resource Contributions

City of Costa Mesa

Community Resource Contributions (CRCs) from Application

#	Community Resource Contribution Type	Community Resource Contribution	Supporting Documentation (from Application)
1.	Relationships with project-relevant community groups or Community-Based Organizations (CBOs)	<p>The City of Costa Mesa has relationships with project-relevant community groups and CBOs, including but not limited to:</p> <ul style="list-style-type: none"> • Active Transportation Committee • Travel Costa Mesa • Costa Mesa Foundation • Costa Mesa Alliance for Better Streets (CMABS). • Costa Mesa Chamber of Commerce 	List of CBO's as a supporting documentation requirement, including Letter of Support from Costa Mesa Chamber of Commerce
2.	Project-related labor costs (up to 1 year prior to voucher application submission date)	City staff time for planning and outreach has been ongoing since January 2023, particularly Jennifer Rosales (Transportation Services Manager, City of Costa Mesa) and Brett Atencio Thomas (Active Transportation Coordinator).	Letter of Commitment from City of Costa Mesa
3.	Project-related labor costs during Voucher Funding Term that are not paid through voucher funds	<p>City staff:</p> <ul style="list-style-type: none"> • Provide in-kind services throughout the project providing partnership development, planning, outreach, marketing, and program management. • Serve as a liaison between the target population and Circuit for educational outreach events and leverage existing programs to promote the project. 	Letter of Commitment from City of Costa Mesa
4.	Project-related materials or assets already owned by project participants and/or donated to the project that will be used during the Voucher Funding Term.	City staff will provide materials or assets for outreach and education, including web platforms and newsletters.	Letter of Commitment from City of Costa Mesa

5.	Technology and Equipment already owned by project participants and/or donated to the project that will be used during the Voucher Funding Term. / Donated or acquired land for infrastructure or parking spaces.	City will provide 3 parking spots where the EVs will be stored and charged. City will also provide the electricity. (Installation of charging infrastructure is budgeted separately.)	Letter of Commitment from City of Costa Mesa
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EXHIBIT D

Phase 1 Application Submissions and Attachments

Entry #: 35 - City of Costa Mesa **Status:** Submitted **Submitted:** 3/1/2023 11:49 AM

INTRODUCTION

Welcome to the [Clean Mobility Options Voucher Pilot Project](#) (CMO) Application for Mobility Projects. Completed applications may be submitted after the application window opens on **Wednesday, March 1, 2023 at 9:00 am Pacific Time** and before it closes on **Wednesday, April 5, 2023 at 11:59 pm Pacific Time**. For CMO program information including the Implementation Manual, Application Guide, and supporting resources, please visit www.cleanmobilityoptions.org.

APPLICATION INSTRUCTIONS:

Before beginning the application process, please:

1. Review the Implementation Manual and Application Guide at www.cleanmobilityoptions.org/mpv-app-guide-1.
2. Check your [organization's eligibility](#) to apply.
3. Check that you have an [eligible project proposal](#).
4. Confirm you are able and willing to comply with the program's [general provisions](#).

When you are ready to proceed:

1. Complete this application, referring to the companion [Application Guide](#), and save the application prior to the opening of the application window on **Wednesday, March 1, 2023 at 9:00 am Pacific Time**. You may save and return to your application at any time prior to submission. To be accepted, the application must contain all true, accurate, and complete responses in all required fields. Required fields are marked with an asterisk (*).
2. After the application window opens at the date and time listed above, submit this application by returning to your saved application and pressing "SUBMIT" before the application window closes on **Wednesday, April 5, 2023 at 11:59 pm Pacific Time**. The "SUBMIT" function will be enabled once the application window opens.
3. Within 8 weeks of your submission, the Program Administrator will notify the primary contact whether the application has been approved and will move on to the **second and final phase**. For more information about Phase 2, see the Application Guide at www.cleanmobilityoptions.org/mpv-app-guide-1.

COMPANION APPLICATION GUIDE:

The [Application Guide](#) is a companion to this application form with tips for answering each question. We recommend that you read the guide before starting the application. "Guidance" links in the application questions below will take you to their corresponding sections in the guide to make this resource easy to use as you progress through your application.

IMPLEMENTATION MANUAL:

The Application Form (this page) and its companion [Application Guide](#) are derived from the [Implementation Manual](#) (IM). Please see the IM for comprehensive information about eligibility, general provisions, and related information.

ACCESSIBILITY OPTIONS:

Applicants are highly encouraged to submit the application online through this application portal. However, if desired, applicants may request a document-based application by email to application@cleanmobilityoptions.org or by postal mail to:

Clean Mobility Options
c/o CALSTART
48 South Chester Avenue
Pasadena, CA, 91106

Mail-in applications will be timestamped as the day they are mailed (by postmark or receipt at the applicant's choice).

If you have any questions or need assistance, please contact the CMO Application Technical Assistance with your request.

MORE INFORMATION AND SUPPORT:

Technical assistance is available to help complete the application:

- Email: info@cleanmobilityoptions.org
- Phone: (626) 744-5760
- Web: www.cleanmobilityoptions.org/help

END SECTION

SECTION 1. PRIMARY CONTACT INFORMATION

Individual's Name	Title	Email Address	Phone	Additional Information
Jennifer Rosales	Transportation Services Manager	jennifer.rosales@costa mesaca.gov	(714) 754-5180	

END SECTION

SECTION 2. APPLICANT AND TEAM PROFILE**Lead Applicant Organization Name**

City of Costa Mesa

Lead Applicant Organization Address

77 Fair Drive, Costa Mesa, California 92626

Lead Applicant Organization Type

Public Agency

Indicate Which, if Any, Related CARB Programs the Lead Applicant Has Previously Received Funding For

None

Application Includes Sub-Applicants

Yes

Table

Organization Name	Role in Project	Organization Type	CA SOS #
Circuit Transit	Mobility Operator	Private organization - incorporated	4311608

Indicate the Lead Applicant's Relationship with the Mobility Operator

The mobility operator is a Sub-Applicant or other partner listed in this application.

Mobility Operator's Name

Circuit Transit

Year of Incorporation

2,018

Additional Mobility Operator Information (Optional)

The City is partnering with Circuit Transit as the mobility provider for this project. Circuit is an "experienced partner" listed in the CMO Clean Mobility Provider Directory.

Section2**END SECTION**

SECTION 3. PROJECT NARRATIVE

Project Name

Circuit Costa Mesa

Project Overview

Based on the results of the surveys and community engagement activities underlying our needs assessment, the Circuit Costa Mesa shuttle program will provide all-electric on-demand shuttle services catered to the needs of the local community. The program will be designed with the community's input and participation to provide safe, convenient, affordable, and accessible first / last mile connections. The goals of the program will be to improve mobility options for the community, provide connections to public transit and key community services, improve social determinants of health related to transportation accessibility, reduce greenhouse gas emissions, improve air quality, and reduce congestion.

The shuttle will be administered by the City of Costa Mesa and operated by Circuit Transit Inc. (Circuit). Circuit will provide a turn-key service, including employing and training a team of local driver ambassadors, providing and maintaining electric vehicles for service, obtaining appropriate storage and charging facilities, providing technology, and insurance for the service. Circuit currently operates in several nearby cities and will leverage its local Southern California teams and resources to quickly launch and effectively run the service.

The shuttle will operate as an on-demand service using a fleet of dedicated all-electric vehicles. Riders can request rides within a geo-fenced coverage zone through a mobile ride request app available on iOS and Android, by phone, and by waving down a vehicle. Rides will be available for a low flat rate fare to the general public, with reduced cost plans available for qualifying individuals. The service will include an electric ADA accessible vehicle for riders requiring ADA assistance, which can be indicated in the ride request app or when requesting by phone. If a fare is implemented, a contactless fare program will accept payment via credit card, debit card, or prepaid card, with accommodations for unbanked participants and those without a smartphone.

The service will operate up to 12 hours per day, 7 days a week, with adjustments made based on feedback from the community and City and as data from the service comes in to best align with the needs of the community.

The focus of the service area will be on key destinations for the local population and visitors, including healthcare, transportation hubs, grocery, senior living facilities, and other destinations as determined through community feedback. Over this period, the service can be adjusted and honed to the needs of this community, to the extent necessary and permitted by CMO.

The service will be provided primarily in the SB 535 Disadvantaged Communities and AB 1550 Low-income Communities west of Newport Blvd, connecting these neighborhoods with the W 19th Street Corridor and the 17th Street Corridor. While less of the 17th Street is geographically designated as Disadvantaged or Low-Income, it includes important transit connections (OCTA Route 55), grocery stores, shopping, and job centers. Circuit, the City, and community partners, will work with the community to identify key hot spots within this geofenced zone.

The service will be reviewed by the project team monthly, quarterly, and on an as needed basis. Hours, vehicles, and/or service territory will be reviewed and may be adjusted as needed according to service data and input from the community.

Vehicles will be stored, maintained, and charged at a local facility obtained by Circuit.

No additional infrastructure is expected to be installed for this program. No additional transportation enhancement is proposed other than the core project model. Data from this service may be used to inform other transportation and urban planning.

The City will also engage community partners such as the Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, the Costa Mesa Alliance for Better Streets (CMABS), and the Costa Mesa Chamber of Commerce to provide outreach and marketing services and engage with the community for feedback and input to continually improve the service. Circuit will provide regular data reports to the City.

Service Models

Innovative transit services (e.g., on-demand shuttle or micro-transit)

Innovative Transit Services - Type

Shuttle On-Demand Service

Vehicle Types to be Deployed

Light-Duty Battery-Electric Vehicles (CVRP-Eligible)

Medium-Duty Battery-Electric Vans and Buses (HVIP-Eligible)

Section

Enter Your Requested Voucher Amount

\$1,500,000.00

Indicate the Stage of Your Project

New

Indicate the Status of Service Models in Your Community That are of the Same Type Which You Propose

The Same Type of Service(s) Already Exist and Is/Are Currently Operating in the Community

No

The Same Type of Service(s) Previously Existed in the Community and Has/Have Ceased

No

END SECTION

SECTION 4. COMMUNITY TRANSPORTATION NEEDS ASSESSMENT

Section

Transportation Access Data – 3 Data Sources

Source 1: US EPA Walkability Index

Source 2: Average Cost Per Week For Fueling Car (AAA)

Source 3: Existing Public Transit Stops (OCTA)

Survey of Project Area Residents

This needs assessment leverages the most recent Travel & Employment Survey conducted by True North Research for OCTA. While the survey included all of Orange County, more localized breakdowns of important data was also reported by smaller Supervisorial Districts.

Methodology:

"...2,019 randomly selected Orange County adult residents participated in the tracking survey between September 12 and September 30, 2022. The survey followed a mixed-method design that employed multiple recruiting methods (email, text and telephone) and multiple data collection methods (telephone and online). The interviews averaged 15 minutes in length and were conducted in English, Spanish, and Vietnamese. The results presented in this report are representative at the countywide level, as well as within the five Supervisorial Districts identified in Figure 1." (2)

Notable demographics:

"The sample profile matches Orange County's adult population profile on age, ethnicity, and homeownership based on the most recent Census American Community Survey (ACS) estimates, and is also balanced across Supervisorial Districts." (43)

September 2022 demographic highlights:

45% Male, 53% Female, 0.3% Other

37.7% Caucasian/White, 32.3% Latino/Hispanic, 1.5% Af Amer/Black, 20.0% Asian American, 3.4% Mixed or Other

44.3% Rent, 51.7% Own

84.2% Always, 8.2% Sometimes, 5.9% Rarely have access to a personal vehicle

OCTA's "Directions 2045" Long Range Transportation Plan (January 2023) further informed this needs assessment.

Copy of Survey Used



[Employment Travel Survey FINAL Report - 2022.pdf](#)

1.4 MB



Community Engagement – Activity 1

This needs assessment leverages the series of community engagement activities originally undertaken for the Costa Mesa Pedestrian Master Plan, released in June 2022. Engagement included six (6) walk audits, three (3) Community workshops, five (5) Active Transportation Committee presentations, one (1) Project survey, and one (1) Online mapping tool. "A qualitative analysis was conducted from the comments gathered in the outreach effort to identify common concerns and input shared by community members. Community members provided a total of 547 location specific comments.

Link to draft Pedestrian Master Plan (Community Engagement - Chapter 2):

<https://www.costamesaca.gov/home/showpublisheddocument/51012/637970200120200000>

Draft Pedestrian Master Plan Appendices (Appendix B Walk Audit summaries, Appendix C Community Workshop summaries, Appendix D Project Survey):

<https://www.costamesaca.gov/home/showpublisheddocument/51456/637903085596770000>

Community Engagement – Activity 2

This needs assessment leverages community engagement originally undertaken for the Costa Mesa Local Road Safety Plan, completed in May 2022. Engagement included two virtual Stakeholder Meetings (Aug. 18, 2021, Nov. 2, 2021), a Field Tour Stakeholder Workshop (Sept. 21, 2021), and a Public Meeting (Nov. 17, 2021). "During the meeting, members of the public were provided project background and objectives and a presentation of the collision trends, emphasis areas, best practices, and identified opportunities and case study sheets. (LRSP, 9)

Link to City's Local Road Safety Plan: <https://www.costamesaca.gov/home/showpublisheddocument/51996/637970203396030000>

Community Engagement – Additional (Optional)

Summary Report of Findings



[Costa Mesa CMO Community Transportation Needs Assessment.pdf](#)
47.9 KB



Was Your Needs Assessment Developed by a Previous CTNA Awardee Who Is Not Part of This Proposal?

No

END SECTION

SECTION 5. PROJECT AREA

Where is Your Project Located?

SB 535 Disadvantaged Communities (see Map Reference), AB 1550 Low-income Communities (see Map Reference)

Map Reference:

<https://cleanmobilityoptions.org/project-area-mapping-tool>

Select a Method for Describing the Boundaries of the Project Area

List of Census Tract(s)*

List of Census Tract(s) of the Project Area

The project area will include all or some of the following tracts:

- 0630.10
- 0633.02
- 0633.01
- 0634.00
- 0632.02 (potential)
- 0636.05
- 0636.04
- 0636.01
- 0637.01
- 0638.03 (potential)
- 0638.08
- 0637.02
- 0639.06
- 0639.05

Project Area Setting Description

One or multiple neighborhoods within an incorporated city/town

Section

Name of County (or Counties)

Orange County

Name of City/Cities or Town(s)

Costa Mesa

END SECTION

Untitled

SECTION 6. ATTESTATIONS AND SIGNATURE

Signature

Signature Date

3/1/2023



Signed by

Jennifer Rosales

Position

Transportation Services Manager

Upload Signature (as needed)

Are You Ready to Submit the Application?

Yes

***Application Window opens at 9:00
am PT on Wednesday, March 1, 2023**



EMPLOYMENT & TRAVEL SURVEY
SUMMARY REPORT ON PANDEMIC IMPACTS

PREPARED FOR
OCTA



OCTOBER 27, 2022



1592 N COAST HIGHWAY 101
ENCINITAS CA 92024
760.632.9900 WWW.TN-RESEARCH.COM



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INTRODUCTION

The arrival of coronavirus in California triggered a statewide shelter-in-place mandate in March 2020, effectively shuttering many sectors of the world's fifth largest economy for several months and sending ripple effects through most aspects of daily life. In addition to the direct economic impacts including job losses, salary cuts, and reduced spending, the threat of COVID-19 and the closure of non-essential businesses dramatically altered how and where people work, play, shop, and travel. Although the State began a phased reopening of the economy several months later, public health restrictions remained throughout 2020 and into 2021, and many businesses and employees found themselves forced to operate under altered work arrangements. Within four months of the pandemic's arrival, full-time employment in Orange County declined by 9%, the number of employees who worked from home at least one day per week jumped from 23% to 61%, and the average number of days worked from home among *all* employees increased from 0.76 to 2.52 per week. The pandemic also prompted dramatic changes in travel behavior, with Orange County residents reporting significant reductions in the number of days they drive alone, carpool, or use public transit.¹

Although the widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 allowed many workers the *option* to return to the office, many preferred to keep their remote work status. Eighteen months after vaccines were made widely available to all adults, questions still remain as to what percentage of workers have returned to the office, how they are commuting, and whether they anticipate these patterns will change or if this is effectively the new normal. The answers to these questions are highly relevant to OCTA's mission to develop an integrated and balanced transportation system that supports the diverse travel needs and reflects the character of Orange County.

MOTIVATION FOR RESEARCH The purpose of the study described in this report was to develop a statistically reliable understanding of how public attitudes, working arrangements, travel behaviors, and mode choice have been altered over the course of the pandemic, as well as how these patterns could change in the upcoming year. This tracking survey represents the third in the study series. A baseline survey (presented to OCTA in August 2020) profiled work arrangements, travel behavior, and relevant activities among Orange County residents prior to the pandemic (January & February 2020) and several months into the pandemic (June 2020) to document changes. A tracking survey conducted in September 2021 captured the same information for the September 2021 period, as well as respondents' expectations for what was referred to as the *post-pandemic* period. This third tracking survey gathered the same employment and activity data for the current period (September 2022) and expectations a year from now (September 2023).

Specifically, the current tracking survey was designed to:

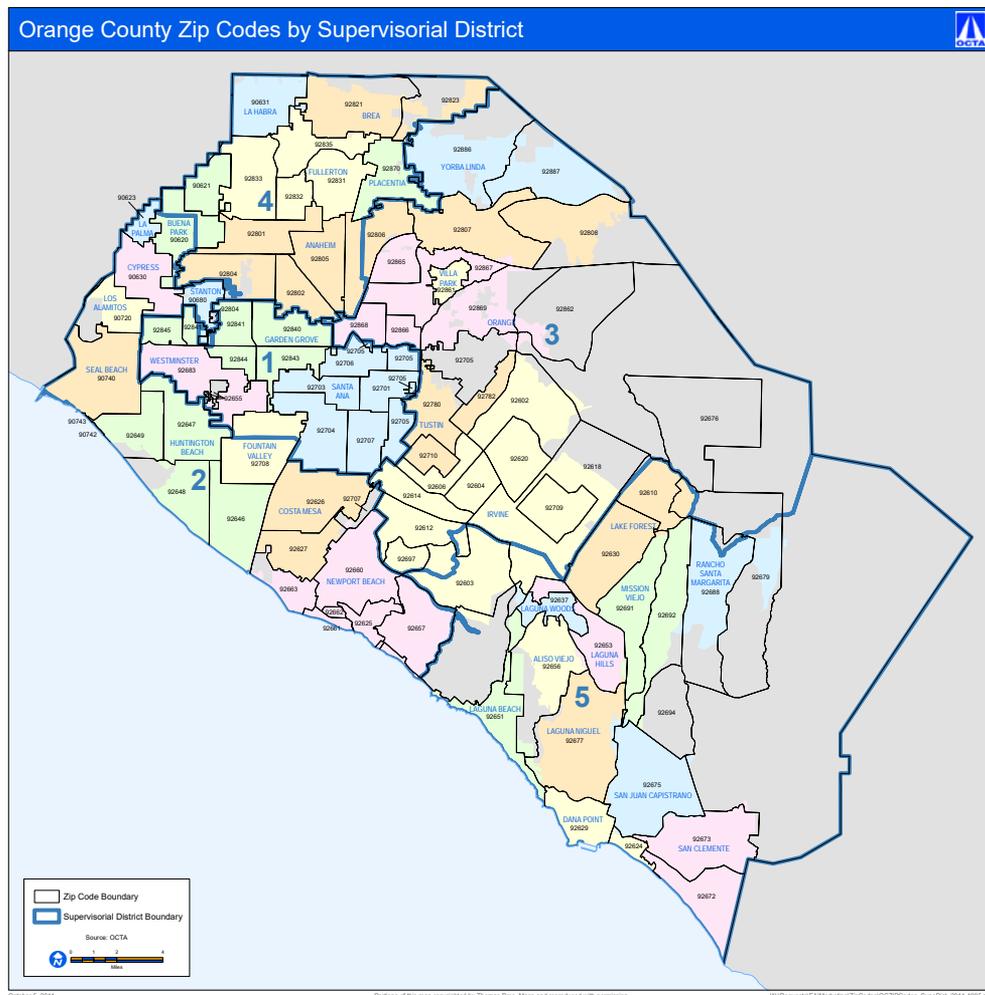
- Identify the issues that residents view as the most important facing Orange County today
- Gauge residents' expectations for the coronavirus pandemic

1. Source: *Employment and Travel Survey: Summary Report on Pandemic Impacts*, report prepared for OCTA by True North Research, August 12, 2020.

- Profile their employment status, work schedule, frequency of remote work, and commute behavior in September 2022 and expectations for a year from now (September 2023)
- Profile their use of rideshare, transit, and active transportation, as well as their shopping and dining habits in September 2022 and expectations for September 2023
- Among employees who work from home, gauge the impacts of doing so on their work experiences and performance

OVERVIEW OF METHODOLOGY A full description of the methodology used for this study is included later in this report (see *Methodology* on page 44). In brief, a total of 2,019 randomly selected Orange County adult residents participated in the tracking survey between September 12 and September 30, 2022.² The survey followed a mixed-method design that employed multiple recruiting methods (email, text and telephone) and multiple data collection methods (telephone and online). The interviews averaged 15 minutes in length and were conducted in English, Spanish, and Vietnamese. The results presented in this report are representative at the countywide level, as well as within the five Supervisorial Districts identified in Figure 1.

FIGURE 1 MAP OF SUPERVISORIAL DISTRICTS AND ZIP CODES



2. A total of 6,776 interviews were completed between the baseline survey and two tracking surveys.

ORGANIZATION OF REPORT This report is designed to meet the needs of readers who prefer a summary of the findings as well as those who are interested in the details of the results. For those who seek an overview of the findings, the section titled *Key Findings* is for you. It provides a summary of the most important factual findings of the surveys and a discussion of their implications. For the interested reader, this section is followed by a more detailed question-by-question discussion of the results from the surveys by topic area (see *Table of Contents*), a description of the methodology employed for collecting and analyzing the data (see *Methodology* on page 44), and the questionnaire used for the interviews (see *Questionnaire & Toplines* on page 47).

Where appropriate, the results of the baseline survey (August 2020) and the initial tracking survey (September 2021) have been incorporated into graphics and analyses in this report alongside data collected in the 2022 tracking survey to provide a more complete picture of how employment arrangements, travel behavior, and activities have changed over the trajectory of the pandemic.

ACKNOWLEDGMENTS True North thanks OCTA for the opportunity to assist the agency with this important study, especially Alice Rogan, Kurt Brotcke, and Darrell Johnson. Their collective expertise, local knowledge, and insight improved the overall quality of the research presented here.

DISCLAIMER The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of OCTA. Any errors and omissions are the responsibility of the authors.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities, and concerns of their residents and customers. Through designing and implementing scientific surveys, focus groups, and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, organizational development, establishing fiscal priorities, and developing effective public information campaigns.

During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 1,200 survey research studies for public agencies, including more than 500 studies for California municipalities, special districts, and transportation planning agencies.



KEY FINDINGS

This study was designed to provide OCTA with a statistically reliable understanding of how Orange County residents' attitudes, working arrangements, travel behaviors, and activities were altered over the course of the pandemic, as well as how these patterns may have change as the pandemic recedes. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the collective results of the survey answer some of the key questions that motivated the research.

Is the coronavirus pandemic still top-of-mind for Orange County residents?

When asked in June 2020 to identify the *most* important issue facing Orange County, the coronavirus pandemic/COVID-19 naturally topped the list, being mentioned by more than one-third (34%) of respondents. The next nearest specific issues were homelessness (12%), housing availability/affordability (7%), traffic congestion (6%), and public safety/drugs/crime (5%).

Residents' concerns about the coronavirus in June 2020 were driven, in part, by what they saw as the pandemic's trajectory in Orange County moving forward. Nearly two-thirds of respondents (63%) were pessimistic about the coronavirus outbreak in Orange County at the time, anticipating that the worst is yet to come. Approximately 20% were optimistic, feeling that the worst is behind us. The remaining respondents were either uncertain (16%) or preferred to not share their opinion (1%).

By September 2021, Orange County residents were far more optimistic about the path of the pandemic, with 53% feeling that the worst is behind us, 21% anticipating the worst is yet to come, and the remainder being unsure (25%) or unwilling to share their opinion (1%). Although still top of mind for many residents, the pandemic was no longer viewed as the most important issue facing the County, being replaced by homelessness (23%) and concerns about housing availability/affordability (15%) at the top of the list. Just 12% of respondents in the 2021 tracking survey identified the pandemic/COVID-19 as the most important issue facing Orange County today.

Fast forward to September 2022 and it's clear that the pandemic is old news for many Orange County residents. When asked to identify the number one issue facing Orange County today, less than 1% mentioned COVID-19 or the pandemic, focusing instead on homelessness (25%), housing availability/affordability (18%), public safety/drugs/crime (11%), cost of living (9%), traffic congestion (9%), and public transportation (5%). Consistent with this finding, three-quarters of respondents (74%) in 2022 expected that the worst of the pandemic is behind us, while just 10% anticipated the worst is yet to come, and 16% were unsure or unwilling to share their opinion.

How has the pandemic impacted Orange County residents' employment?

Consistent with the sharp increase in unemployment recorded statewide during the months of April, May and June 2020 in response to the pandemic,³ the baseline survey results revealed that Orange County residents experienced significant job losses between February and June, 2020. Full-time employment declined 9% during this period, with additional declines in part-time employment (-1%) and self-employment (-1.6%). Meanwhile, the percentage of individuals surveyed who were unemployed/looking for work, laid-off, or furloughed increased from 4% to 18% between February and June, 2020.

In addition to the net loss of jobs noted above, there were other less obvious impacts that occurred in the first few months of the pandemic. Among those who remained employed, the number of days worked per week declined from 4.95 days on average in February 2020 to 4.73 days per week in June 2020. Approximately 4% of individuals who were employed in February *and* June were also compelled to switch employers in the interim, with young adults (18 to 24) and those in households earning less than \$25,000 annually being the most likely to have switched employers during this period.

More than a year later (September 2021), the initial tracking survey indicated that although employment had rebounded in Orange County from the early months of the pandemic, it remained depressed when compared to pre-pandemic levels. Sixty-four percent (64%) of respondents in the tracking survey indicated they were employed full-time (48%), part-time (9%), or self-employed (8%), compared to 71% in February 2020.

The 2021 patterns notwithstanding, Orange County residents anticipated at that time that their levels of employment would return to pre-pandemic levels once the pandemic was over, with 56% expecting to work full-time, 9% part-time, and 7% self-employed during the post-pandemic period.

The 2022 tracking survey results reveal that little has changed over the past year in terms of employment. The percentage of individuals employed full-time (49%), part-time (9%), or self-employed (7%) is strikingly similar to that found in 2021, collectively just 1% higher. As was the case in 2021, however, respondents in 2022 were optimistic about their future employment, expecting that one year from now (September 2023) their levels of employment (55% full-time, 8% part-time, 8% self-employed) would be similar to pre-pandemic levels. And just as they were the most likely to suffer unemployment in the early months of the pandemic, younger adults and those in low-income households were

3. According to the California Employment Development Department (EDD), the unemployment rate in California jumped from 4.2% in February to 15.5% in April 2020, reached 16.4% in May 2020, and tapered to 14.9% in June 2020.

also the most likely to anticipate a positive change in their employment status by 2023.

How has the pandemic impacted where employees work?

Concerns about COVID-19 transmission in the work place and guidelines issued by the State of California and the Centers for Disease Control and Prevention (CDC) prompted many Orange County businesses to shift to a remote work model when the pandemic struck, with employees working from home rather than coming to a central work site. This study not only confirmed there was a dramatic shift in *where* business was being conducted in Orange County during the initial months of the pandemic, it has also demonstrated that the tide of remote work witnessed in 2020 ebbed only modestly in 2021 and appears to be settling into a new normal in 2022 well-above pre-pandemic levels.

Prior to the pandemic in February 2020, less than one-quarter (23%) of employed Orange County residents indicated they worked from home at least one day per week, which translated to an overall average of 0.76 days per week working from home per employee. Four months later in June 2020, 61% of employed residents reported that they worked from home at least one day per week, and the average number of days working from home per employee had jumped to 2.52 per week.

Although the widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 allowed many workers the *option* to return to the office, the first tracking survey in 2021 indicated that only a modest percentage decided to do so. Reporting on their work arrangements in September 2021, 48% indicated that they worked from home at least one day per week, with the average number of days worked from home among all employees being 1.97—not far below the 2.52 reported in June 2020. When asked at that time what they expect when the pandemic is over, the percentage of employees who anticipated working from home at least one day per week (44%) was double pre-pandemic levels, as was the expected average number of days worked from home per week (1.55).

The 2022 tracking survey indicates that the average number of days worked from home has declined only slightly over the past year, even as the pandemic has waned. The patterns match closely to what employees in 2021 expected for the post-pandemic period. In September 2022, 43% of Orange County employees offered that they worked from home at least one day per week, with the average number of days worked at home among all employees being 1.49 (double pre-pandemic levels). Interestingly, the survey also reveals that some employees aspire to *increase* the days they work from home over the next year, as the average expected number of days worked from home one year from now (September 2023) is 1.60.

Which industries and occupations are working remotely?

Although all industries and occupational categories experienced an increase in remote working during the pandemic, by September 2022 the patterns were far from even. Certain industries such as finance & insurance, information, wholesale trade, real estate, rental & leasing, and professional, scientific & technology apparently lend themselves to working from home, with three-quarters or more of employees surveyed in these industries indicating that their employers give them the option to work from home. At the other end of the spectrum, less than one-third of employees in industries that generally require in-person services or labor such as utilities, accommodation & food services, education, and construction reported that their employer gives them the option to work from home at least one day per week.

Similarly, remote work patterns varied dramatically across occupations in September 2022, with far more office professionals reporting that their employers allow them the option to work from home when compared to those working in manual or skilled labor positions. At the extremes, more than three-quarters of employees working in legal, business and financial positions, and computer or math science reported that their employer allows them to work from home, compared to less than 10% of employees in protective services and construction/extraction positions.

How has working from home impacted employees' work experiences and lives?

Employees who currently work at home at least one day per week were generally positive when asked how remote work has impacted various aspects of their job performance and their personal lives. Indeed, for all but two dimensions tested, the percentage of employees who felt that remote work had helped was substantially higher than the percentage who felt it had hurt.

The largest *net* positive outcomes were reported for the impacts of remote working on their expenses, job satisfaction, productivity, ability to manage their time, and ability to strike a balance between work and their personal life. To a lesser degree, remote work was also generally viewed to have a net positive impact on the quality of their work and their ability to communicate with external customers and partners. Where remote work was perceived to be harmful focused on employees' abilities to communicate and collaborate with other employees.

How has the pandemic impacted commute patterns?

The dramatic increase in remote working that occurred in the initial months of the pandemic had a direct impact on commute patterns in Orange County. With far more employees reporting that they only worked from home in June 2020 (47%) when compared to February 2020 (12%), the percentage who commuted to a work site at least occasionally declined from 89% to 54% during this period. The net reduction in work commutes was felt in every mode category, with the percentage of employees reporting that they typically commute to work by driving alone declining from 77% to 48%, and use of public transit, active trans-

portation, and carpool/vanpool for commuting was cut in half during the same period.

By September 2021, many workers had resumed their commutes to a work location outside of their home (at least once per week), although as noted above the amount of work taking place in the home remained well above pre-pandemic levels. Of the 70% of employees who commuted to work in September 2021, 60% indicated they typically drove alone, 4% took public transit, 3% carpooled or vanpooled, 2% used active transportation (walk/run/bike/E-bike), and 2% used a different mode.

With respect to alternative modes of transportation, the trend back toward pre-pandemic commute patterns was *expected* to continue when employees were surveyed in 2021. Once the pandemic is over, 5% of employees anticipated that they would typically use public transit for their commute, 4% expected to carpool or vanpool, 2% expected to use active transportation, and 2% other modes. Approximately seven-in-ten employees (69%) anticipated that they would drive alone to work once the pandemic is over, which is approximately 10% less than pre-pandemic due to the higher percentage of employees (18%) who anticipate only working from home and thus will not be commuting.

Fast-forward to September 2022 and the patterns are nearly identical to what employees forecast in 2021 for the post-pandemic period. Of the 81% of employees who commuted to work in September 2022, 69% indicated they typically drove alone, 5% took public transit, 1% carpooled or vanpooled, 4% used active transportation (walk/run/bike/E-bike), and 2% used a different mode. Employees also anticipated that these mode choice patterns would hold over the next year, with expectations for September 2023 being nearly identical to the current period.

In what other ways has the pandemic impacted residents' activities?

In the first few months of the pandemic, Orange County residents made significant changes in their travel, shopping, and dining habits. With respect to travel behavior, the percentage of days they **drove alone** in a vehicle declined from 65% in February 2020 to 43% in June 2020, use of **on-demand rideshare** declined from 4% of days in February to 1% in June, **carpooling** with someone they don't live with declined from 4% of days in February to 1% in June, riding a **bus** declined from 3% of days on average in February to 1% in June, while riding **Metrolink** or **Amtrak** declined from 1% of days in February to 0.2% in June.

With respect to shopping and dining, the dramatic decline in the percentage of days respondents reported **eating a meal at a restaurant** (24% in February vs 5% in June) was only partially offset by an increase in the percentage of days they ordered food for **pick-up** (12% in February vs 17% in June) or **delivery** (6% in February vs 8% in June). When compared to the patterns in February, there was also a modest uptick in the percentage of

days Orange County residents purchased **groceries online** (2% in February vs 5% in June) and **purchased other products online** (20% in February vs 25% in June).

By August 2021, many of the activities had bounced back toward pre-pandemic levels. When compared to June 2020, the percentage of days respondents **drove alone** in a vehicle increased from 43% to 56%, use of **on-demand rideshare** increased from 1% of days to 3%, **carpooling** with someone they don't live with increased from 1% to 4%, riding a **bus** increased from 1% of days to 3%, while riding **Metrolink** or **Amtrak** increased from 0.2% of days in June 2020 to 1% in August 2021. Interestingly, the changes in shopping and dining behavior between June 2020 and August 2021 were comparatively slight, with the exception of **eating a meal at a restaurant**, which increased from 5% of days in June 2020 to 17% of days in August 2021.

When asked in 2021 to think ahead to the post-pandemic period, respondents anticipated small changes in the number of days they would engage in most activities when compared to August 2021, including purchasing products online (-4%), eating a meal at a restaurant (+3%), ordering food for pick-up from a restaurant (-2%), ordering food for delivery from a restaurant (-1%), purchasing groceries online (-0.5%), carpooling (+1%), using on-demand rideshare (+0.8%), riding a bus (+1%), riding Metrolink or Amtrak (+1%), and vanpooling (+0.2%). The one notable exception was a large decline in the percentage of days they anticipated driving alone in a vehicle (-20%) once the pandemic is over when compared to August 2021.

The 2022 tracking survey found that little actually changed during the prior year, as the patterns closely matched those found in August 2021. Although respondents in 2021 had anticipated a large decline in the number of days they would drive post-pandemic, the percentage of days respondents **drove alone** in a vehicle decreased just 2% by August 2022 (from 56% to 54%), use of **on-demand rideshare** increased from 3% of days to 5%, **carpooling** with someone they don't live with stayed the same at 4%, riding a **bus** increased from 3% of days to 4%, while riding **Metrolink** or **Amtrak** increased from 1% of days in August 2021 to 2% in August 2022. Interestingly, most of the changes in shopping and dining behavior between August 2021 and August 2022 were slight (2% or less), with the exception of ordering food for pick-up from a restaurant (-3%) and purchasing products online (-3%).

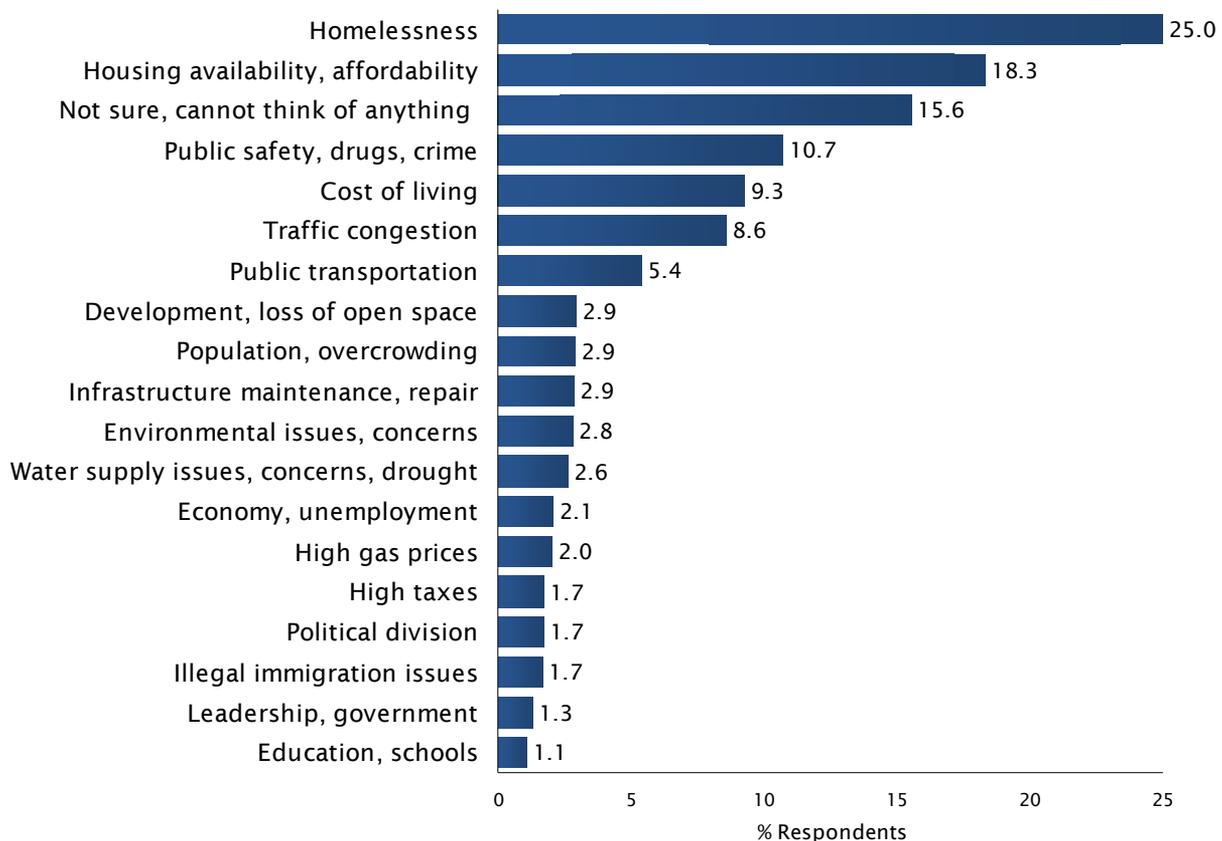
LOCAL ISSUES & THE PANDEMIC

At the outset of the interview, respondents were asked to identify the most important issues facing Orange County today, as well as their expectations for the coronavirus pandemic in the County.

MOST IMPORTANT ISSUES The opening question in this series asked respondents to identify the most important issue facing Orange County today. Question 2 was presented in an open-ended manner, which allowed respondents to mention any issue that came to mind without being prompted by—or restricted to—a particular list of issues. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 2.

Question 2 *Thinking about Orange County as a whole, what would you say is the most important issue facing Orange County today?*

FIGURE 2 MOST IMPORTANT ISSUE FACING COUNTY



Homelessness was top-of-mind for many respondents, with one-quarter (25%) identifying it as the most important issue facing Orange County today. Other specific issues mentioned in response to Question 2 included housing availability/affordability (18%), public safety/drugs/crime (11%), cost of living (9%), traffic congestion (9%), and public transportation (5%). It is also worth noting that 16% of respondents could not identify an issue they felt was the most important facing Orange County as a whole.

Table 1 shows how responses to Question 2 varied by Supervisorial District. Although the rank order varied somewhat, homelessness, housing availability/affordability, and public safety were the top three concerns in four of five districts. Moreover, Table 2 demonstrates that although COVID-19 was the top concern for residents back in 2020, it no longer ranks among the top concerns. In fact, the percentage of respondents citing COVID-19/pandemic as the top issue in Orange County in 2022 was less than 1%, which is why it does not appear in Figure 2.

TABLE 1 TOP ISSUE FACING COUNTY BY SUPERVISORIAL DISTRICT

Supervisorial District				
One	Two	Three	Four	Five
Homelessness	Homelessness	Housing availability, affordability	Homelessness	Housing availability, affordability
Not sure, cannot think of anything	Housing availability, affordability	Not sure, cannot think of anything	Housing availability, affordability	Homelessness
Housing availability, affordability	Not sure, cannot think of anything	Homelessness	Not sure, cannot think of anything	Not sure, cannot think of anything
Public safety, drugs, crime	Public safety, drugs, crime	Traffic congestion	Cost of living	Public safety, drugs, crime
Cost of living	Cost of living	Public safety, drugs, crime	Traffic congestion	Cost of living
Traffic congestion	Public transportation	Cost of living	Public safety, drugs, crime	Traffic congestion
Public transportation	Traffic congestion	Public transportation	Public transportation	Environmental issues, concerns
Environmental issues, concerns	Development, loss of open space	Population, overcrowding	High gas prices	Public transportation
Infrastructure maintenance, repair	Economy, unemployment	Environmental issues, concerns	High taxes	Water supply issues, concerns
Political division	Population, overcrowding	Development, loss of open space	Infrastructure maintenance, repair	Population, overcrowding

TABLE 2 TOP ISSUES FACING COUNTY BY STUDY VERSION

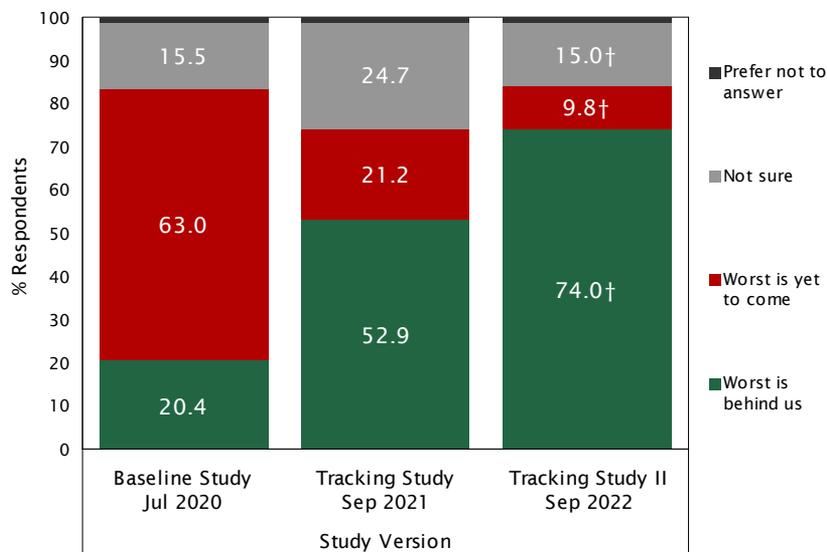
	Study Version		
	Baseline Jul 2020	Tracking Sep 2021	Tracking II Sep 2022
COVID-19 concerns, issues	Homelessness	Homelessness	Homelessness
Not sure, cannot think of anything	Housing availability, affordability	Housing availability, affordability	Housing availability, affordability
Homelessness	Not sure, cannot think of anything	Not sure, cannot think of anything	Not sure, cannot think of anything
Housing availability, affordability	COVID-19 concerns, issues	Public safety, drugs, crime	Public safety, drugs, crime
Traffic congestion	Traffic congestion	Cost of living	Cost of living

EXPECTATIONS FOR CORONAVIRUS PANDEMIC Anticipating that in certain waves of the survey respondents would identify the coronavirus/COVID-19 as the most important issue facing Orange County, the surveys explored respondents’ views regarding the trajectory of the pandemic. When it comes to the coronavirus outbreak in Orange County, do they think the worst is behind us—or is the worst yet to come?

As shown in Figure 3, opinions about the pandemic have changed dramatically over the past two years. In the baseline survey conducted in July 2020, nearly two-thirds of respondents (63%) were pessimistic about the coronavirus outbreak in Orange County, anticipating that the worst is yet to come. Approximately 20% were optimistic, feeling that the worst is behind us. The remaining respondents were either uncertain (16%) or preferred to not share their opinion (1%). By September 2021, Orange County residents were far more optimistic about the path of the pandemic, with 53% feeling that the worst is behind us, 21% anticipating the worst is yet to come, and the remainder being unsure (25%) or unwilling to share their opinion (1%). In this latest tracking survey (2022), three-quarters of respondents (74%) expected that the worst of the pandemic is behind us, while just 10% anticipated the worst is yet to come, and 16% were unsure or unwilling to share their opinion.

Question 3 Which comes closer to your view about where Orange County stands in the coronavirus outbreak: the worst is behind us OR the worst is yet to come?

FIGURE 3 OPINION OF CORONAVIRUS OUTBREAK BY SURVEY YEAR



† Statistically significant change (p < 0.05) between the 2021 and 2022 studies.

Figures 4-6 on the next page show how expectations for the coronavirus pandemic in Orange County in the tracking survey (September 2022) varied by age, employment status in September 2022 and one year from now, length of residence in Orange County, Supervisorial District, gender, ethnicity, and household income. Although certain groups (e.g., high income households) were more optimistic than others, it is striking that the dominant opinion in every identified subgroup was that the worst of the coronavirus pandemic is behind us.

FIGURE 4 OPINION OF CORONAVIRUS OUTBREAK BY AGE & EMPLOYMENT STATUS SEP VS ONE YEAR

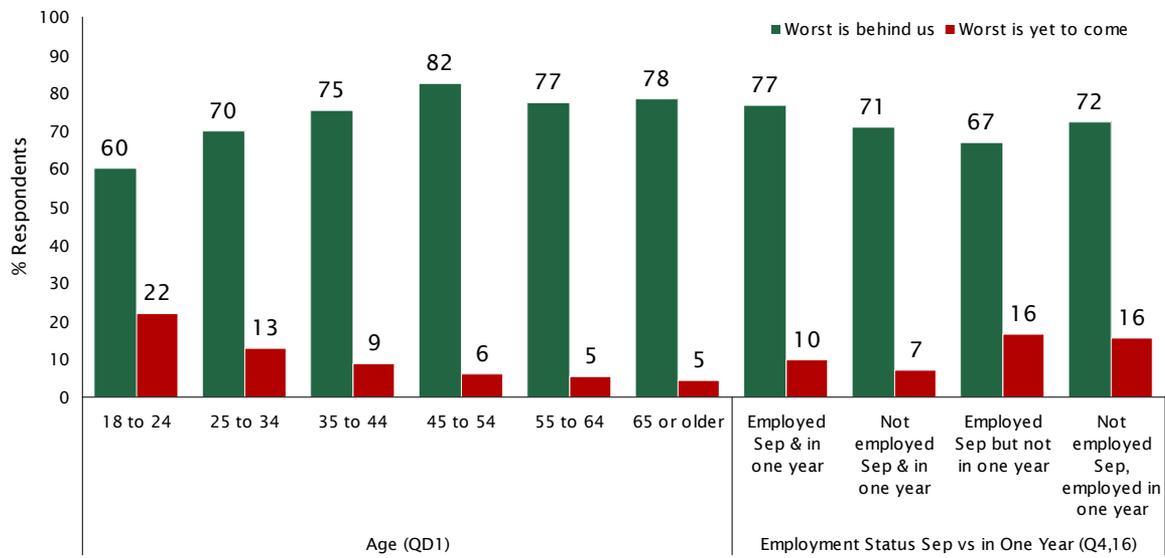


FIGURE 5 OPINION OF CORONAVIRUS OUTBREAK BY YEARS IN ORANGE COUNTY, SUPERVISORIAL DISTRICT & GENDER

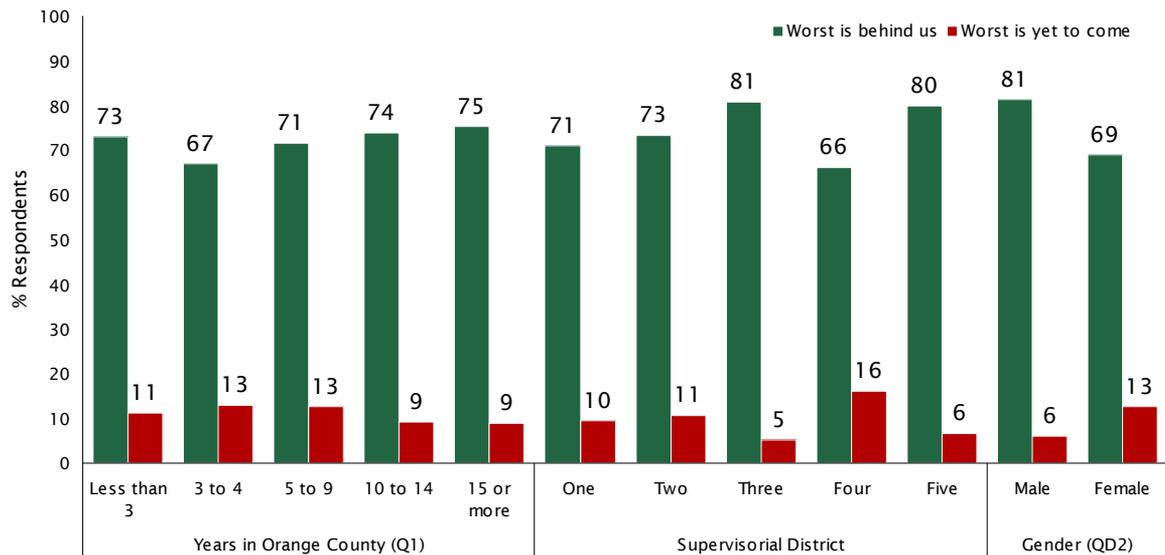
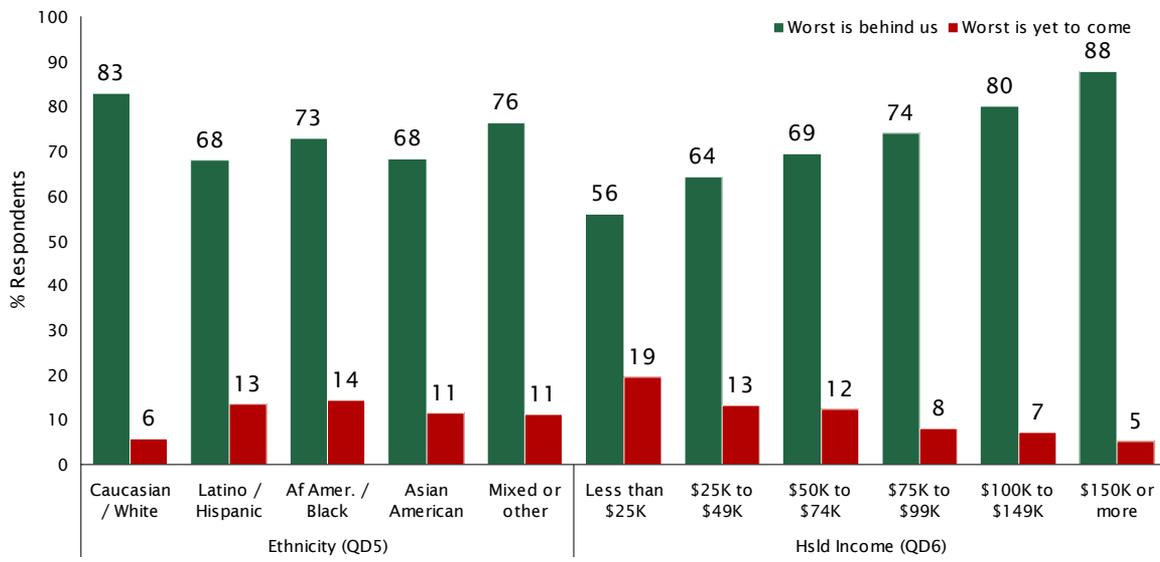


FIGURE 6 OPINION OF CORONAVIRUS OUTBREAK BY ETHNICITY & HSLD INCOME



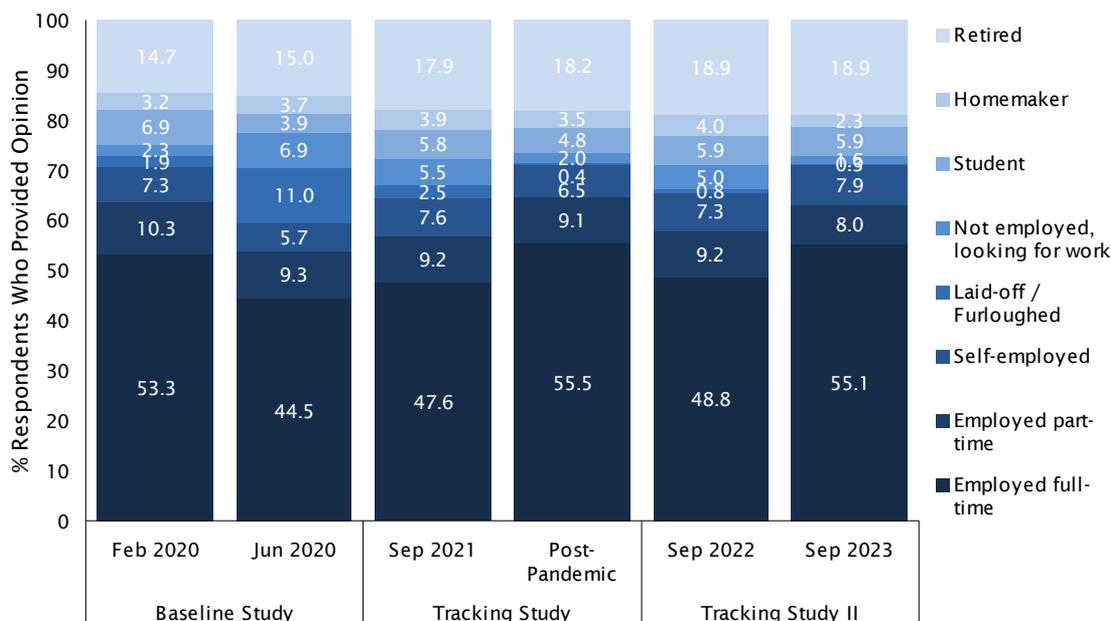
EMPLOYMENT & COMMUTE

As noted in the *Introduction*, the primary purpose of the study described in this report was to develop a statistically reliable understanding of how the pandemic has altered working arrangements, travel behaviors, and mode choice for Orange County residents. To identify the changes that have occurred, the surveys asked a series of questions that profiled respondents' employment status, working arrangements, and commute behavior in February 2020 (before the pandemic), in June 2020 (during the pandemic), in September 2021 (during the pandemic), and in September 2022 (waning pandemic). Respondents in the 2021 tracking survey were also asked about their anticipated work and commute characteristics once the pandemic is over (post-pandemic), while those in the 2022 tracking survey were asked about their work and commute expectations for one year from now. The results from all three surveys are combined in the graphics presented in this section to allow for easy comparisons, although it is important to note that the question numbering aligns with the 2022 tracking survey.

Question 4 *We're interested in how your activities may have changed in response to the pandemic. First, let me ask about your current situation. Which best describes your current employment status? Are you employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?*

Question 16 *Next, let me ask you about the future, one year from now. If you aren't sure about an answer, please give me your best estimate. One year from now, do you expect to be employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?*

FIGURE 7 EMPLOYMENT STATUS: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, SEP 2022 & SEP 2023 EXPECTATIONS



EMPLOYMENT STATUS Consistent with the sharp increase in unemployment recorded statewide during the months of April, May and June 2020 in response to the pandemic,⁴ the baseline survey results revealed that Orange County residents experienced significant job losses in the early months of the pandemic. Full-time employment declined 9% between February and June 2020, with additional declines in part-time employment (-1%) and self-employment (-1.6%). Meanwhile, the percentage of individuals surveyed who were unemployed/looking for work, laid-off, or furloughed increased from 4% to 18% between February and June, 2020 (see Figure 7).

More than a year later (September 2021), the tracking survey indicated that although employment had rebounded in Orange County from the early months of the pandemic, it remained depressed when compared to pre-pandemic levels. Sixty-four percent (64%) of respondents in the 2021 tracking survey indicated they were employed full-time (48%), part-time (9%), or self-employed (8%), compared to 71% in February 2020. The patterns at that time notwithstanding, Orange County residents anticipated that their levels of employment would return to pre-pandemic levels once the pandemic is over, with 56% expecting to work full-time, 9% part-time, and 7% self-employed during the post-pandemic period.

The 2022 tracking survey results reveal that little has changed over the past year in terms of employment. The percentage of individuals employed full-time (49%), part-time (9%), or self-employed (7%) is strikingly similar to that found in 2021, collectively just 1% higher. As was the case in 2021, however, respondents in 2022 were optimistic about their future employment, expecting that one year from now the levels of employment (55% full-time, 8% part-time, 8% self-employed) would be similar to pre-pandemic levels.

Figures 8 and 9 highlight patterns of employment in September 2022 and expectations for a year from now (September 2023) among key subgroups of Orange County residents. The top two layers of the bar focus on those whose employment status is expected to *change* between September 2022 and a year from now. Across all subgroups, the percentage that expected a change in employment status during this period ranged between 5% and 28%, with the dominant type of change being a transition from not being employed in September 2022 to gaining employment a year from now. When compared to their respective counterparts, younger residents (under 35) and low-income residents (under \$25,000 annually) were the most likely to anticipate a change in employment status.

4. According to the California Employment Development Department (EDD), the unemployment rate in California jumped from 4.2% in February to 15.5% in April 2020, reached 16.4% in May 2020, and tapered to 14.9% in June 2020.

FIGURE 8 EMPLOYMENT STATUS: SEP 2022 & SEP 2023 EXPECTATIONS BY OVERALL & AGE

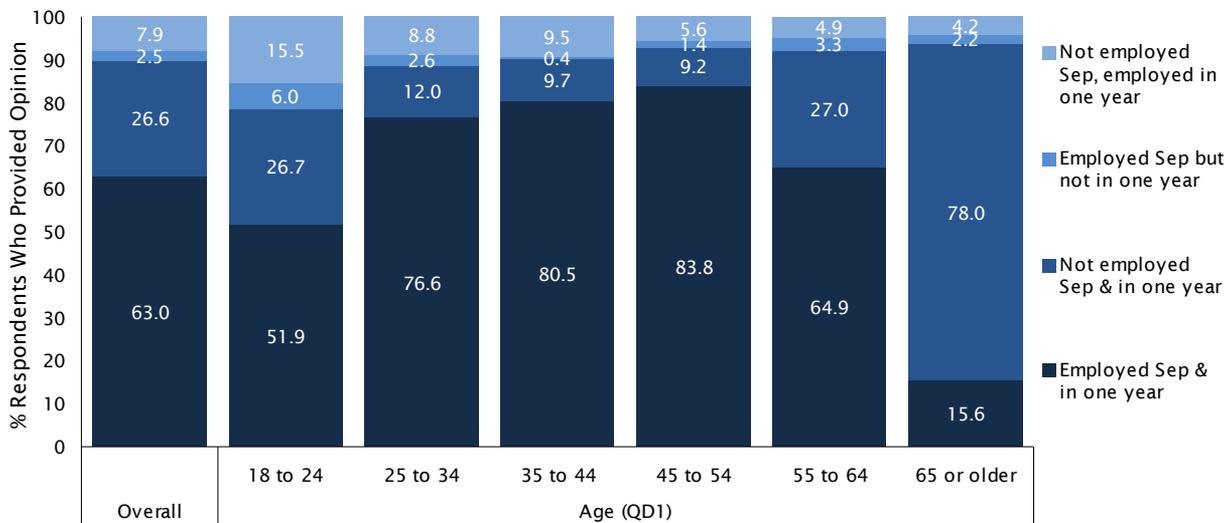
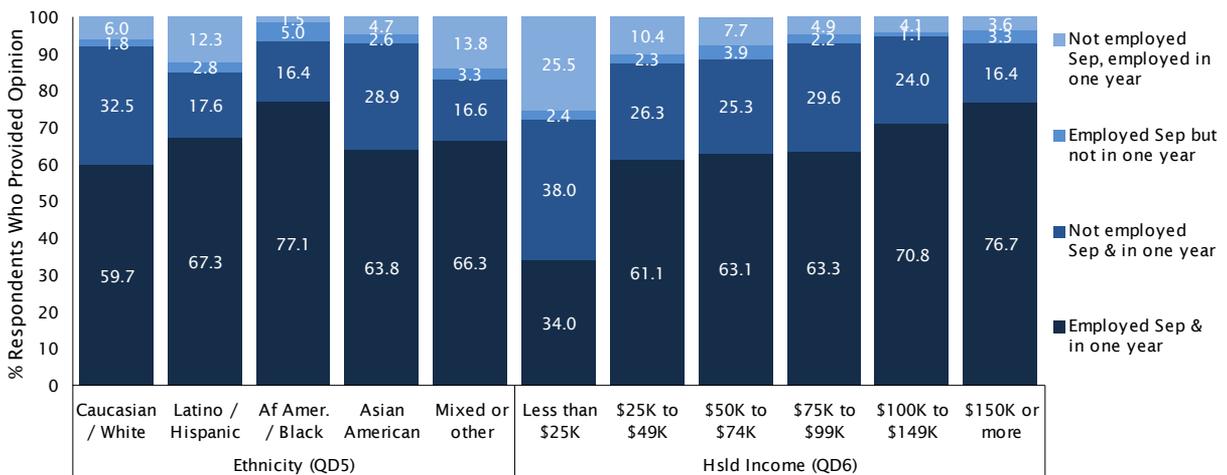


FIGURE 9 EMPLOYMENT STATUS: SEP 2022 & SEP 2023 EXPECTATIONS BY ETHNICITY & HSLD INCOME

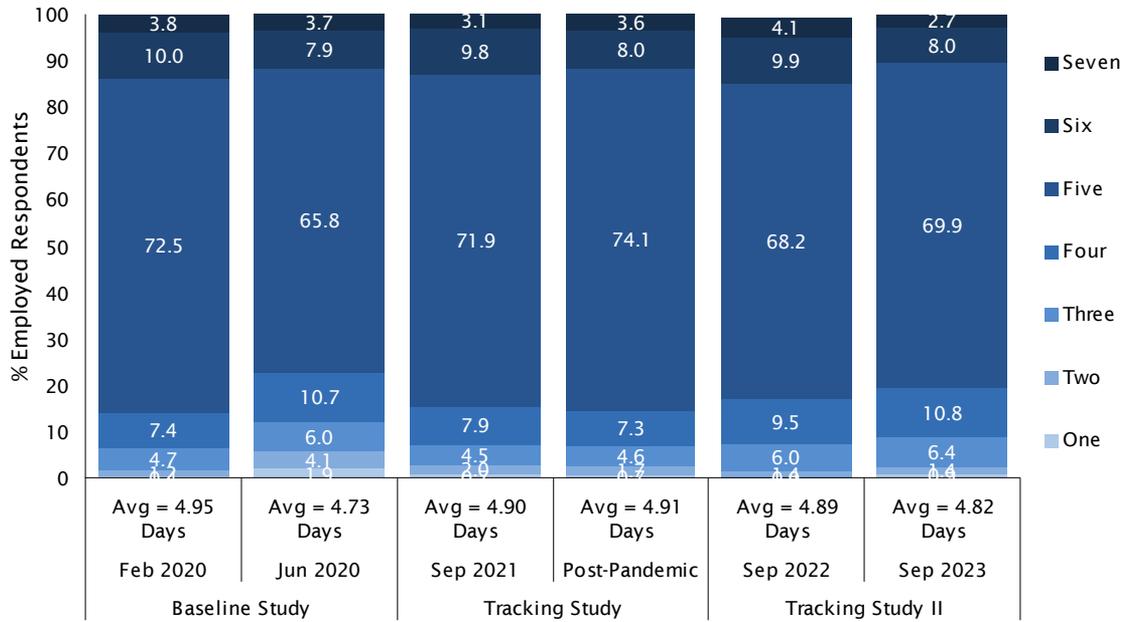


DAYS WORKING PER WEEK In addition to a change in employment status, some workers experienced a reduction in the number of days they worked per week during the first few months of the pandemic. As shown in Figure 10 on the next page, 86% of employees reported that they worked at least five days per week in February 2020, with the average number of days worked among all employed individuals being 4.95. By June 2020, those figures had declined to 77% working at least five days per week, and 4.73 days worked per week, on average. The first tracking survey results revealed that by September 2021, the average number of days worked per week returned to pre-pandemic levels (4.90) with little change expected once the pandemic is over (4.91). The patterns in September 2022 were similar, with employees working an average 4.89 days. That said, one year into the future (September 2023), employees anticipated a slight reduction in the average number of days worked per week (4.82).

Question 5 *How many days per week do you typically work?*

Question 17 *One year from now, how many days per week do you expect to work?*

FIGURE 10 WORK DAYS PER WEEK: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, AND SEP 2022 & SEP 2023 EXPECTATIONS



Figures 11-13 broaden the work days analysis to include *all* respondents (regardless of their employment status in September 2022) to provide a wider perspective on current and expected working days. As shown in the figures, the vast majority of respondents in all subgroups anticipated they will work the same number of days one year from now as they did in September 2022 (i.e., no change). Among those who did anticipate a change in work days, the patterns varied across subgroups with some (under 25 years of age, mixed ethnicity, lower income, part-time employees, and those not currently employed) expecting to work *more* days one year from now, while others (African Americans, full-time employees, and self-employed) anticipating they will work fewer days.

FIGURE 11 WORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY OVERALL, SUPERVISORIAL DISTRICT & AGE

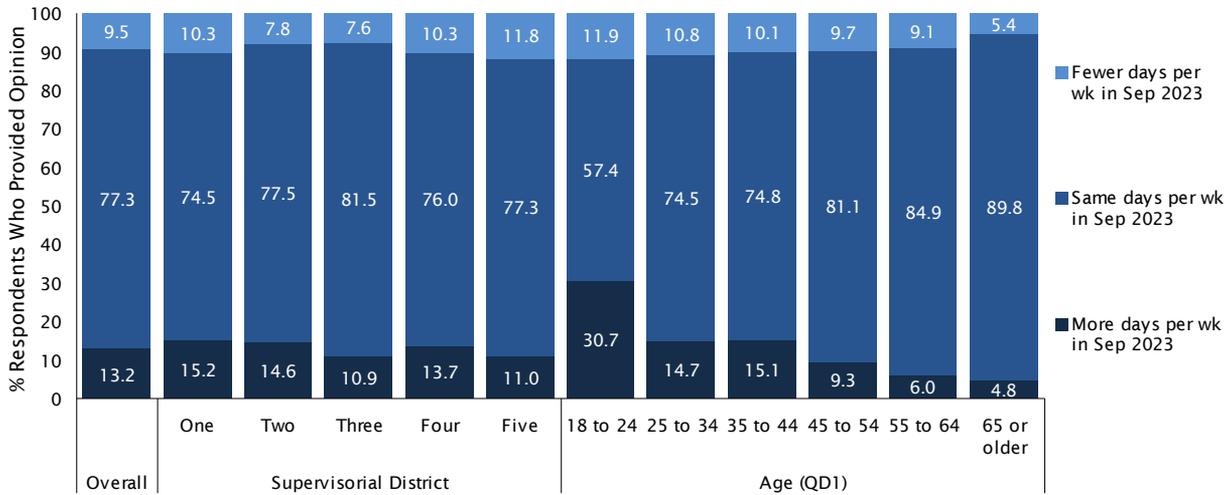


FIGURE 12 WORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY ETHNICITY & HSLD INCOME

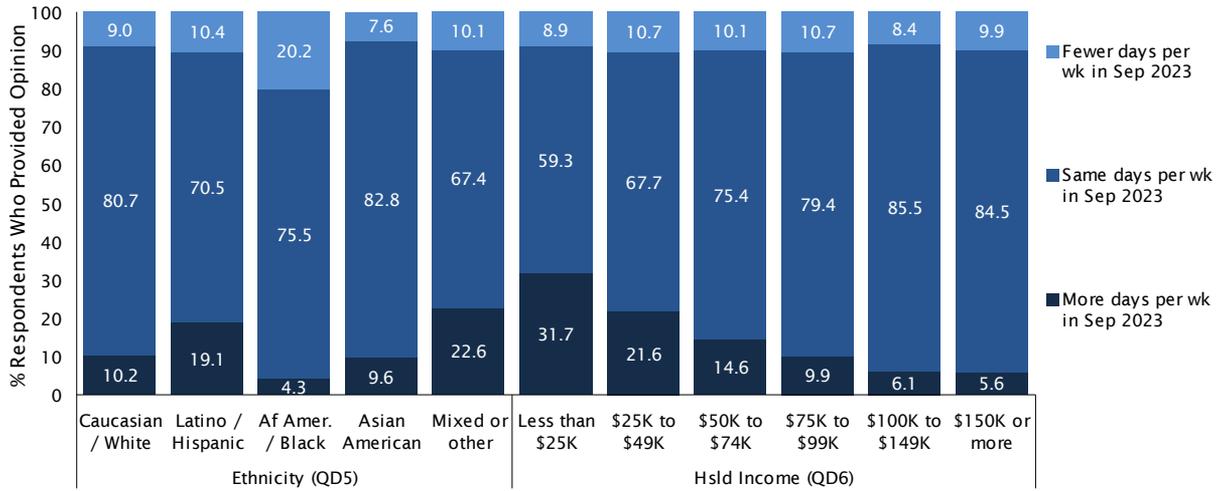
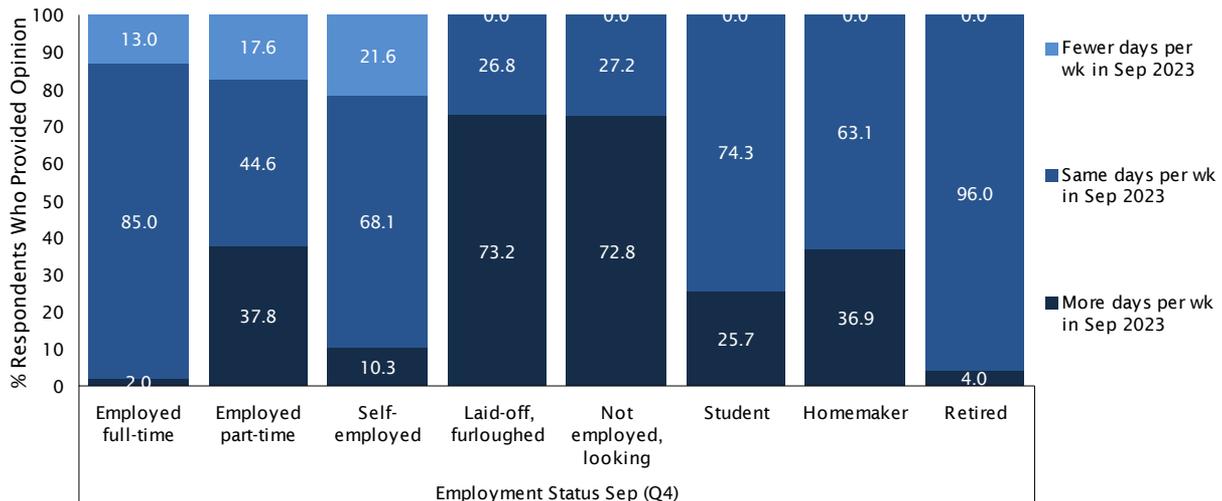


FIGURE 13 WORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY EMPLOYMENT STATUS SEP 2022



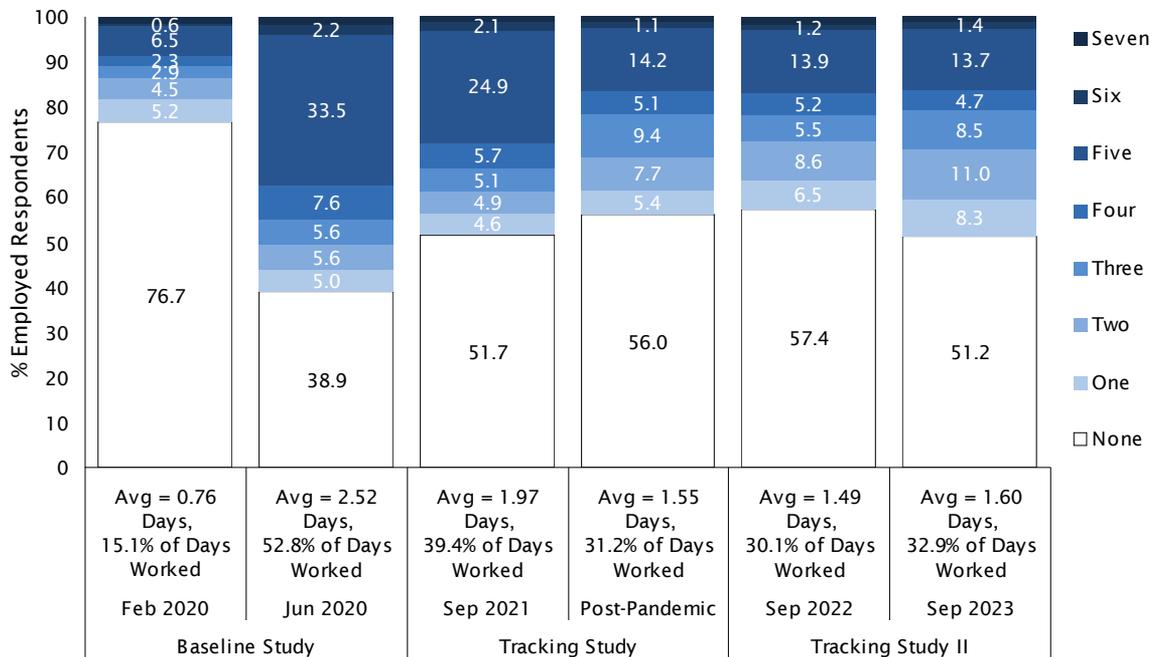
WORKING FROM HOME Concerns about COVID-19 transmission in the work place and guidelines issued by California and the Centers for Disease Control and Prevention (CDC) prompted many Orange County businesses to shift to a remote working model when the pandemic struck, with employees working from home rather than coming to a central work site. As shown in Figure 14, the pandemic created a dramatic shift in *where* business is being conducted in Orange County that has endured even as the pandemic has waned.

Prior to the pandemic in February 2020, less than one-quarter (23%) of employed Orange County residents indicated they worked from home at least one day per week, which translated to an overall average of 0.76 days per week working from home per employee. Four months later in June 2020, 61% of employed residents reported that they worked from home at least one day per week, and the average number of days working from home per employee had jumped to 2.52 per week.

Question 6 *Of the < insert from Q5 > days per week you typically work, how many of these days do you primarily work from home?*

Question 18 *Of the < insert from Q15 > days per week you expect to work, how many of these days do you expect to primarily work from home one year from now?*

FIGURE 14 TELEWORK DAYS PER WEEK: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, AND SEP 2022 AND SEP 2023 EXPECTATIONS



Although the widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 allowed many workers the *option* to return to the office, the first tracking survey in 2021 indicated that only a modest percentage decided to do so. Reporting on their work arrangements in September 2021, 48% indicated that they worked from home at least one day per week, with the average number of days worked from home among all employees being

1.97—not far below the 2.52 reported in June 2020. When asked at that time what they expect when the pandemic is over, the percentage of employees who anticipated working from home at least one day per week (44%) was double pre-pandemic levels, as was the expected average number of days worked from home per week (1.55).

The 2022 tracking survey indicates that the average number of days worked from home has declined only slightly over the past year, even as the pandemic has waned. The patterns match closely to what employees in 2021 expected for the post-pandemic period. In September 2022, 43% of Orange County employees offered that they worked from home at least one day per week, with the average number of days worked at home among all employees being 1.49 (double pre-pandemic levels). Interestingly, the survey also reveals that some employees aspire to *increase* the days they work from home over the next year, as the average expected number of days worked from home one year from now (September 2023) is 1.60.

In a manner similar to that described above for the work days analysis, Figures 15-17 broaden the teleworking analysis to put remote working patterns in the context of *all* respondents. As shown in the figures, the majority of respondents in all subgroups anticipated that the number of days they work from home each week a year from now (September 2023) will be the same as the number they worked in September 2022. Younger employees (under 35), those residing in Supervisorial District 2, Latinos and those of mixed ethnicity, individuals from households earning less than \$50,000 per year, and those currently laid off, furloughed, unemployed, or not looking for work were the most likely to expect an increase in the number of days they telework in the coming year.

FIGURE 15 TELEWORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY OVERALL, SUPERVISORIAL DISTRICT & AGE

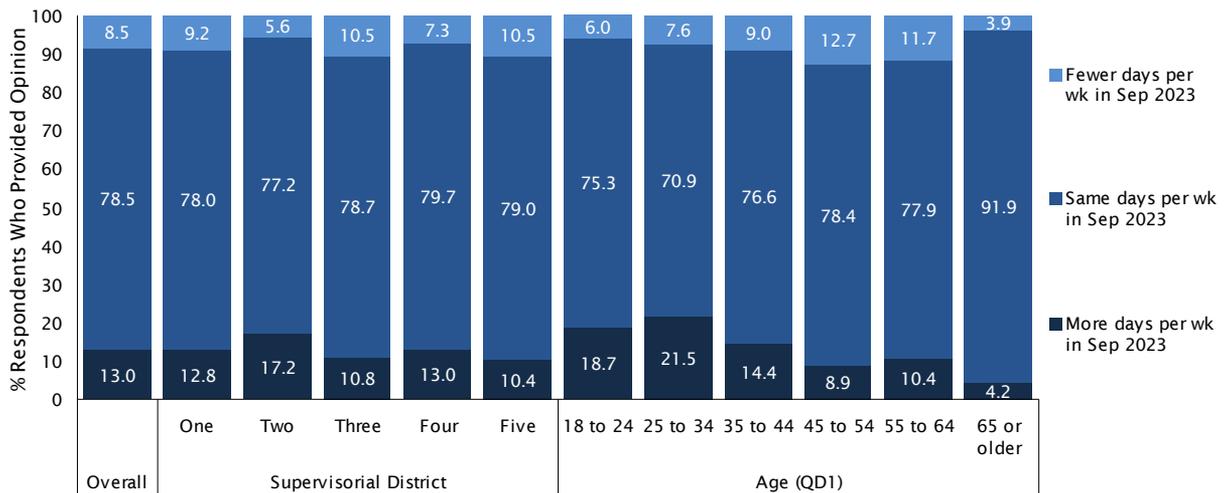


FIGURE 16 TELEWORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY ETHNICITY & HSLD INCOME

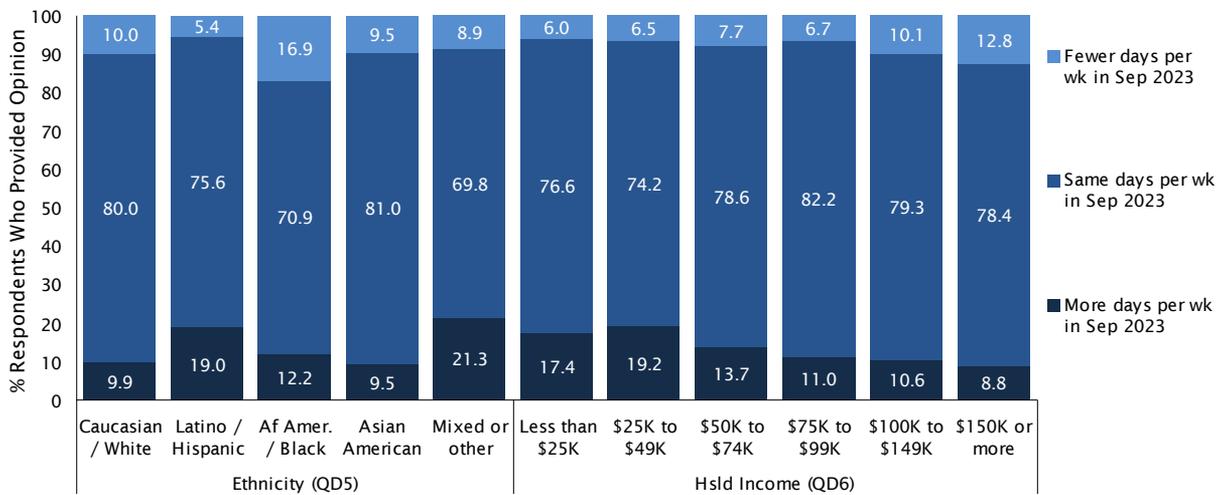
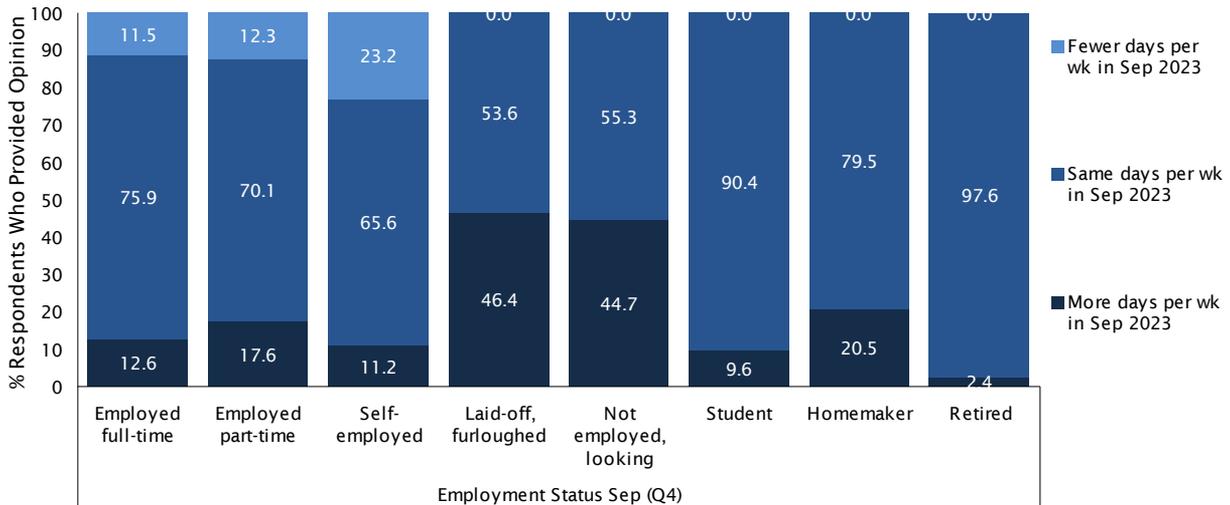


FIGURE 17 TELEWORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY EMPLOYMENT STATUS SEP



COMMUTE MODE The dramatic increase in remote working that occurred between February and June 2020 had a direct impact on commute patterns in Orange County. With far more employees reporting that they *only* worked from home in June (47%) when compared to February (12%), the percentage who commuted to a work site at least occasionally declined from 89% in February to 54% in June 2020 (see Figure 18). The net reduction in work commutes was felt in every mode category, with the percentage of employees reporting that they typically commute to work by driving alone declining from 77% to 48%, and use of public transit, active transportation, and carpool/vanpool for commuting was cut in half during the same period.

By September 2021, many workers had resumed their commutes to a work location outside of their home (at least once per week), although as noted in the previous section the amount of work taking place in the home remained well above pre-pandemic levels. Of the 70% of employees who commuted to work in September 2021, 60% indicated they typically drove alone, 4%

took public transit, 3% carpoled or vanpooled, 2% used active transportation (walk/run/bike/E-bike), and 2% used a different mode.

With respect to alternative modes of transportation, the trend back toward pre-pandemic commute patterns was expected to continue when employees were surveyed in 2021. Once the pandemic is over, 5% of employees anticipated that they would typically use public transit for their commute, 4% expected to carpool or vanpool, 2% expected to use active transportation, and 2% other modes. Approximately seven-in-ten employees (69%) anticipated that they would drive alone to work once the pandemic is over, which is approximately 10% less than pre-pandemic due to the higher percentage of employees (18%) who anticipate only working from home and thus will not be commuting.

Fast-forward to September 2022 and the patterns are nearly identical to what employees forecast in 2021 for the post-pandemic period. Of the 81% of employees who commuted to work in September 2022, 69% indicated they typically drove alone, 5% took public transit, 1% carpoled or vanpooled, 4% used active transportation (walk/run/bike/E-bike), and 2% used a different mode. Employees also anticipated that these mode choice patterns would hold over the next year, with expectations for September 2023 being nearly identical to the current period.

Question 7 *When you commute to a work destination outside of your home, how do you typically commute to work?*

Question 19 *When you commute to a work destination outside of your home one year from now, how will you typically commute to work?*

FIGURE 18 COMMUTE MODE: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, SEP 2022 AND SEP 2023 EXPECTATIONS

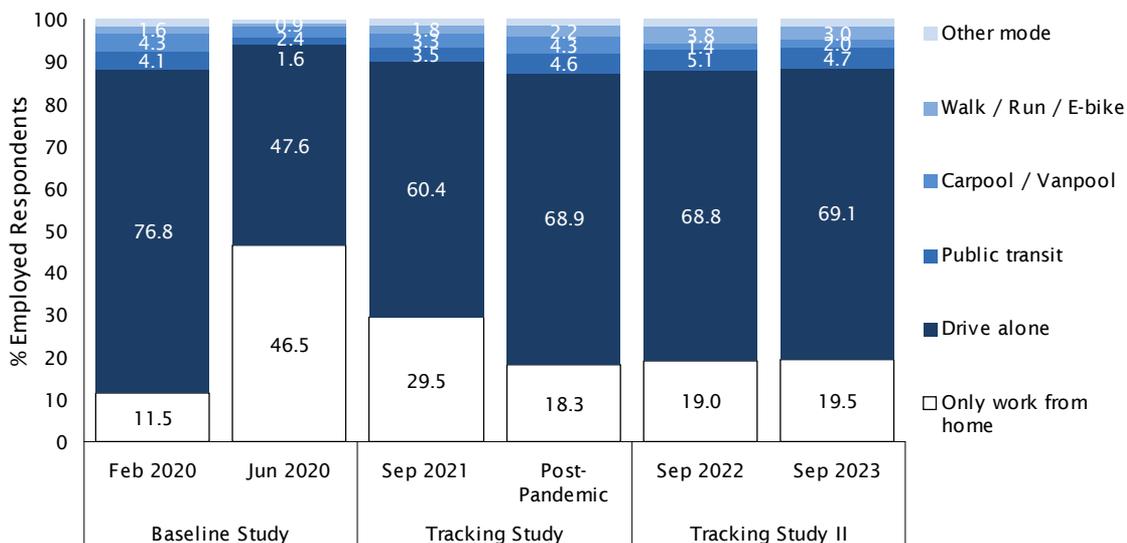
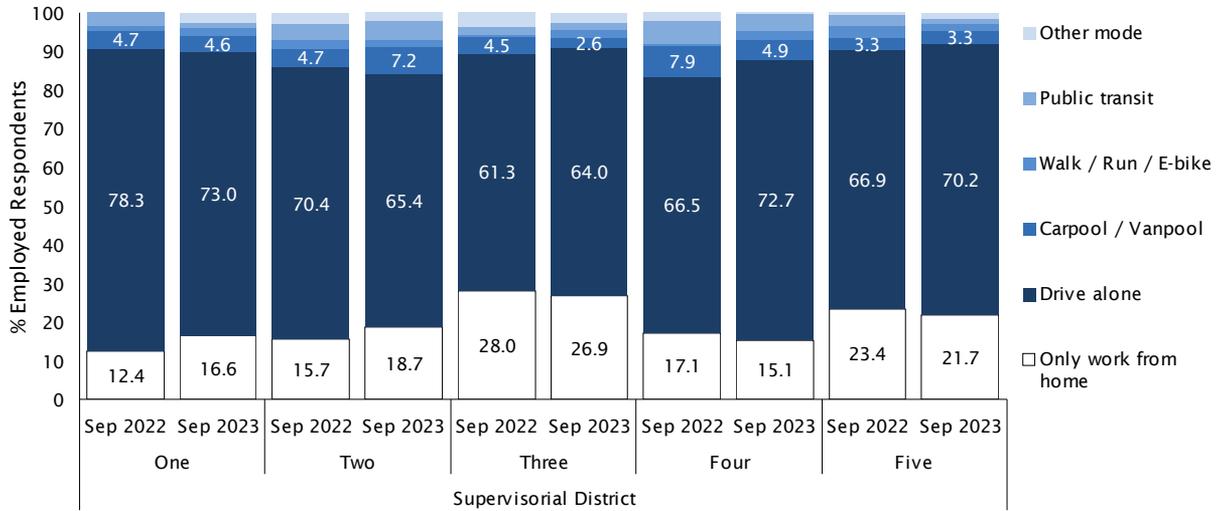


Figure 19 on the next page shows how the September 2022 and anticipated September 2023 commute modes varied by Supervisorial District.

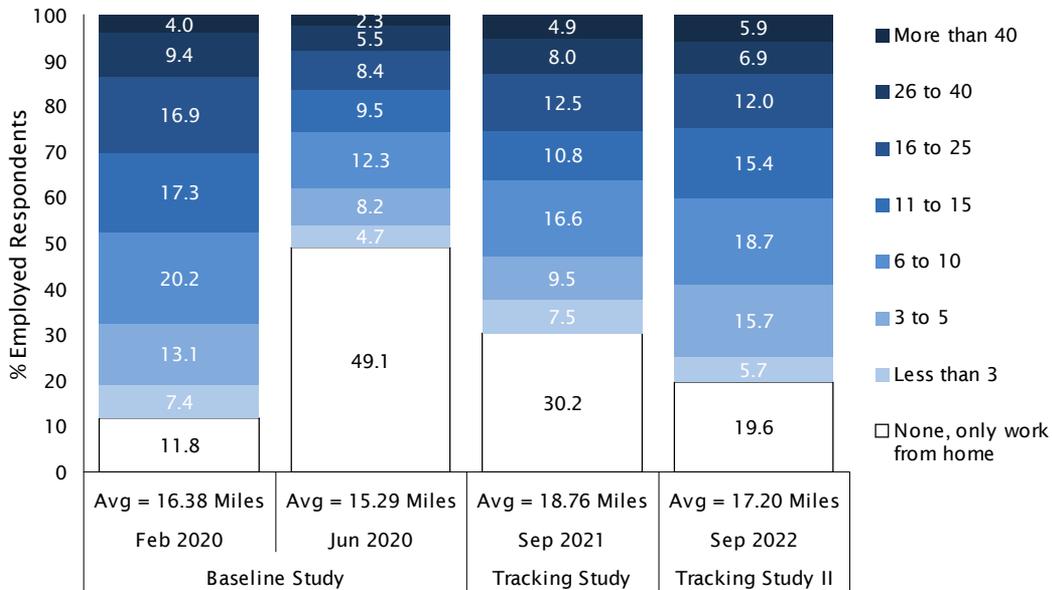
FIGURE 19 COMMUTE MODE SEP 2022 VS SEP 2023 EXPECTATIONS BY SUPERVISORIAL DISTRICT



COMMUTE DISTANCE Although the percentage of employees commuting to work has fluctuated dramatically over the course of the pandemic, the *average* commute distance among those still commuting to work has remained fairly consistent—averaging 16.38 miles prior to the pandemic, 15.3 miles in June 2020, and 18.76 miles in September 2021, and 17.20 miles in September 2022 (Figure 20).

Question 8 *In miles, what is the approximate one-way commute distance between your home and your place of work?*

FIGURE 20 WORK COMMUTE MILES: FEB 2020, JUN 2020, SEP 2021 & SEP 2022



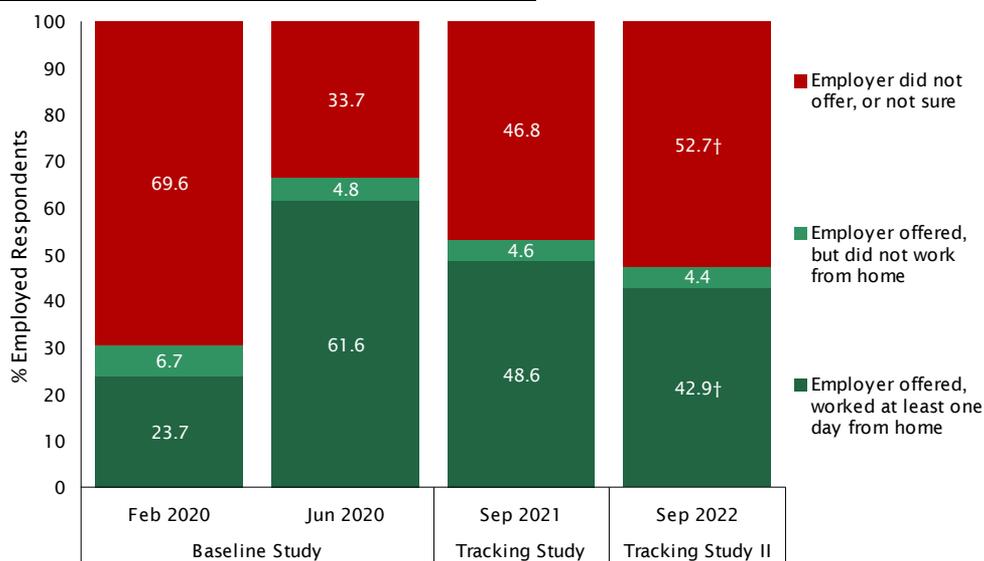
EMPLOYER’S POLICY ON WORKING FROM HOME The ability for an employee to work from home requires an employer that embraces (or at least accepts) the practice. Prior to the arrival of COVID-19, most employed Orange County residents (70%) indicated that their employer did not offer them the option to work from home at least one day per week. Approximately one-quarter of individuals (24%) worked for an employer who allowed remote working and took advantage of the opportunity by working from home at least one day, whereas an additional 7% were given the opportunity to work from home, but declined to do so (see Figure 21).

By June 2020, the pandemic had forced many employers to change their policies regarding remote work. Whereas seven-in-ten employees reported in February their employer did not allow them to work from home at least one day per week, by June 2020 that figure had been cut in half to 34%. Two-thirds of employed Orange County residents in June 2020 reported that their employer allowed them to telework from home at least one day per week, with 62% reporting that they did so.

The widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 appeared to prompt some Orange County employers to rescind their policies allowing remote work, as nearly half (47%) of employees surveyed in September 2021 indicated that their employer did not allow them the option of working from home at least once day per week. A similar percentage (49%) indicated their employer allowed remote work and they work from home at least one day per week, whereas 5% indicated they had the option to work from home, but choose not to do so. One year later (September 2022), the number of individuals working for an employer who does not allow remote work increased significantly to 53%, the number who indicated their employer does allow remote work and they work from home at least one day per week declined significantly to 43%, whereas the number with the option to work from home that choose not to remained about the same (4%).

Question 9 *Does your employer currently give you the option to work from home at least one day per week?*

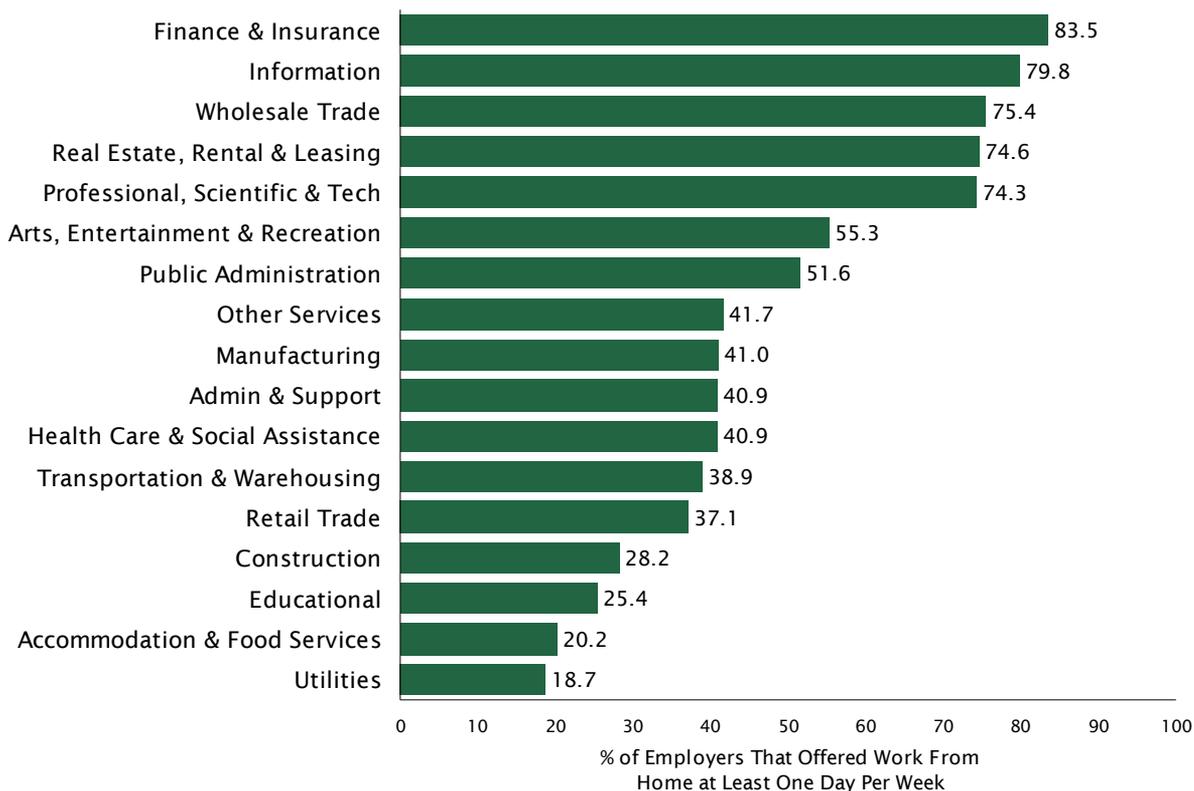
FIGURE 21 TELEWORK OPTION: FEB 2020, JUN 2020, SEP 2021 & SEP 2022



† Statistically significant change (p < 0.05) between the 2021 and 2022 studies.

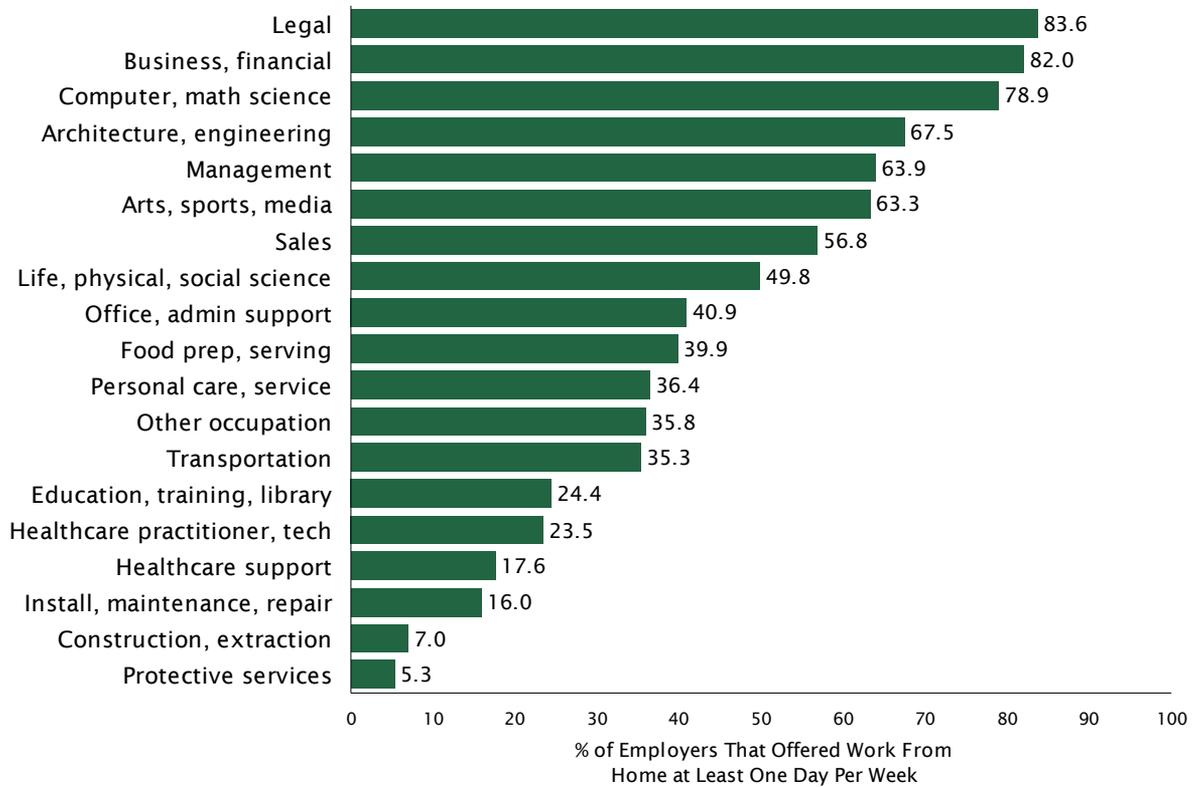
Although all industries and occupational categories experienced an increase in remote working during the pandemic, by September 2022 the patterns were far from even (see Figure 22). Certain industries such as finance & insurance, information, wholesale trade, real estate, rental & leasing, and professional, scientific & technology apparently lend themselves to working from home, with three-quarters or more of employees surveyed in these industries indicating that their employers give them the option to work from home. At the other end of the spectrum, less than one-third of employees in industries that generally require in-person services or labor such as utilities, accommodation & food services, education, and construction reported that their employer gives them the option to work from home at least one day per week.

FIGURE 22 TELEWORK OPTION SEP 2022 BY INDUSTRY



Similarly, remote work patterns varied dramatically across occupations in September 2022, with far more office professionals reporting that their employers allow them the option to work from home when compared to those working in manual or skilled labor positions (see Figure 23 on next page). At the extremes, more than three-quarters of employees working in legal, business and financial positions, and computer or math science reported that their employer allows them to work from home, compared to less than 10% of employees in protective services and construction/extraction positions.

FIGURE 23 TELEWORK OPTION SEP 2022 BY OCCUPATION



REMOTE WORK IMPACTS Employees who currently work at home at least one day per week were asked to describe how remote work has impacted various aspects of their job performance, their ability to collaborate with other employees, as well as their personal life and living arrangements. For each item shown on the left of Figure 24 on the next page, employees were asked whether they find that working from home has helped, had no impact, or hurt this aspect of their job and/or life. Although the items were asked in a random order to avoid a systematic position bias, they are sorted in the figure from high to low based on the percentage who indicated the dimension has been impacted (helped or hurt).

Employees reported that working from home has had the most impact on their ability to strike a balance between work and their personal life, and their expenses, job satisfaction, ability to manage their time, and productivity, with at least three-quarters of employees reporting either a positive or negative impact for each dimension. At least half of employees also reported that working from home has had an impact on the quality of their work, their ability to collaborate with other employees, their ability to communicate with other employees, and their ability to communicate with external customers or partners.

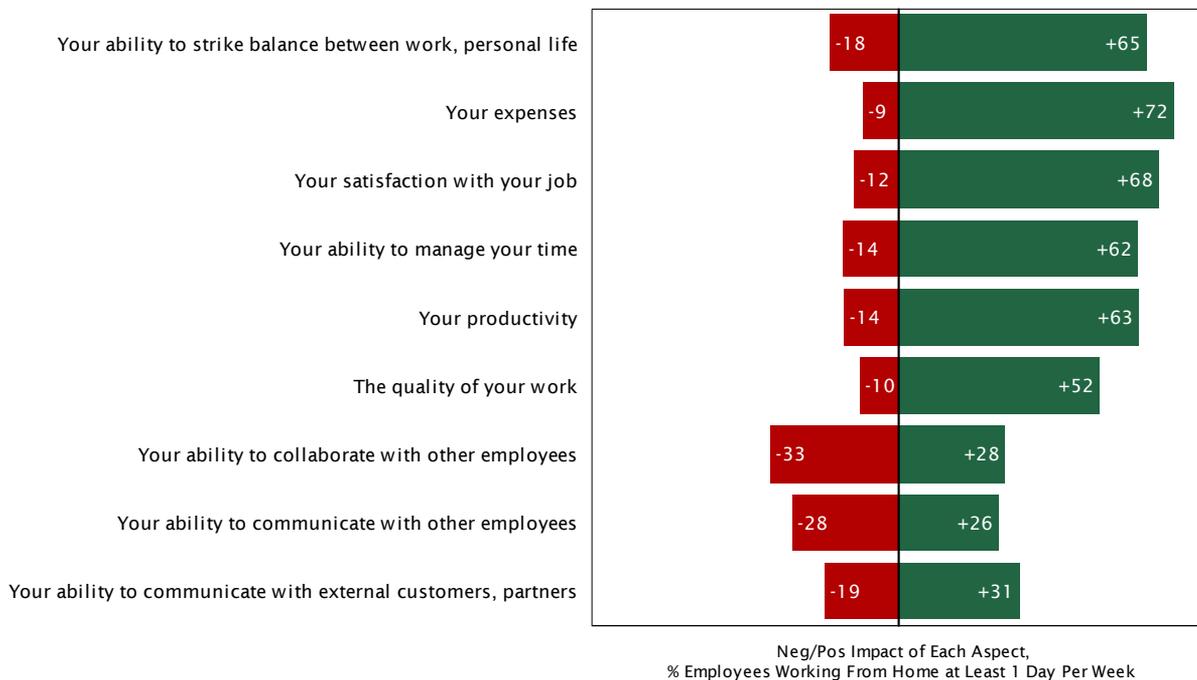
Question 12 Next are a few questions about your experiences working from home during the past year. In general, do you find that working from home has helped, had no impact, or hurt: _____?

FIGURE 24 IMPACT OF WORKING FROM HOME



For every dimension tested, some employees felt that remote work arrangements helped, while others perceived they hurt. Figure 25 displays the findings of Question 12 in a format that makes it easier to identify dimensions for which the *net* impact across all employees was generally positive or negative.

FIGURE 25 NEGATIVE/POSITIVE IMPACTS OF EACH ASPECT



For all but two of the dimensions tested (ability to collaborate with other employees and ability to communicate with other employees), more employees perceived that working from home was generally helpful than hurtful. The largest *net* positive impacts (helpful % - hurtful %) were found with respect to their expenses (63%), job satisfaction (56%), productivity (49%), ability to manage their time (48%), and ability to strike a balance between work and their personal life (47%).

For the interested reader, Table 3 shows how the net positive perceived impacts of working from home changed between September 2021 and September 2022. For all dimensions, employees in 2022 reported greater net positive impacts of working from home when compared to their counterparts in the 2021 survey. This was especially the case for the impacts of remote work on their productivity (+13%) and job satisfaction (+12%).

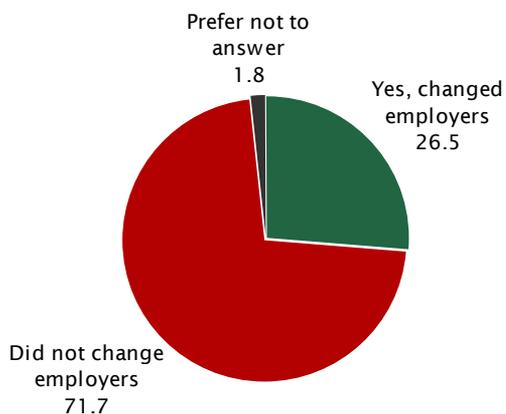
TABLE 3 NET IMPACTS OF WORKING FROM HOME BY STUDY VERSION

	Study Version		Difference in Net Impact 2021 to 2022
	Tracking Sep 2021	Tracking II Sep 2022	
Your productivity	+35.4	+48.6	+13.1
Your satisfaction with your job	+44.5	+56.2	+11.7
The quality of your work	+33.8	+42.2	+8.4
Your ability to strike balance between work, personal life	+38.5	+46.7	+8.2
Your ability to manage your time	+40.1	+47.9	+7.9
Your ability to communicate with external customers, partners	+5.0	+12.1	+7.1
Your ability to collaborate with other employees	-12.5	-5.6	+6.9
Your ability to communicate with other employees	-5.2	-1.6	+3.6
Your expenses	+61.8	+62.3	+0.5

CHANGING EMPLOYERS One of the unanticipated outcomes of the pandemic has been a sharp increase in the number of employees who quit their jobs. Coined by economists as the *Great Resignation*, the Bureau of Labor Statistics reported that the number of employees who left their jobs in November 2021 was the highest ever recorded in the United States, and this followed six months of record-setting rates of resignations beginning in April 2021. By the end of 2021, more than 47 million Americans had left their jobs. Accordingly, it was of interest to ask Orange County employees whether they had changed employers during the past 18 months and—if yes—to state the reason for their move.

Question 13 *Did you change employers in the past 18 months?*

FIGURE 26 CHANGE EMPLOYERS IN PAST 18 MONTHS



Among currently employed Orange County residents in September 2022, approximately one-quarter (27%) indicated they had changed employers during the prior 18 months (Figure 26). The tendency to have changed employers during this period was more common among those who had lived in Orange County less than five years, those under 25 years of age, individuals from lower income households, and African Americans (see figures 27-29).

FIGURE 27 CHANGE EMPLOYERS IN PAST 18 MONTHS YEARS IN ORANGE COUNTY & AGE

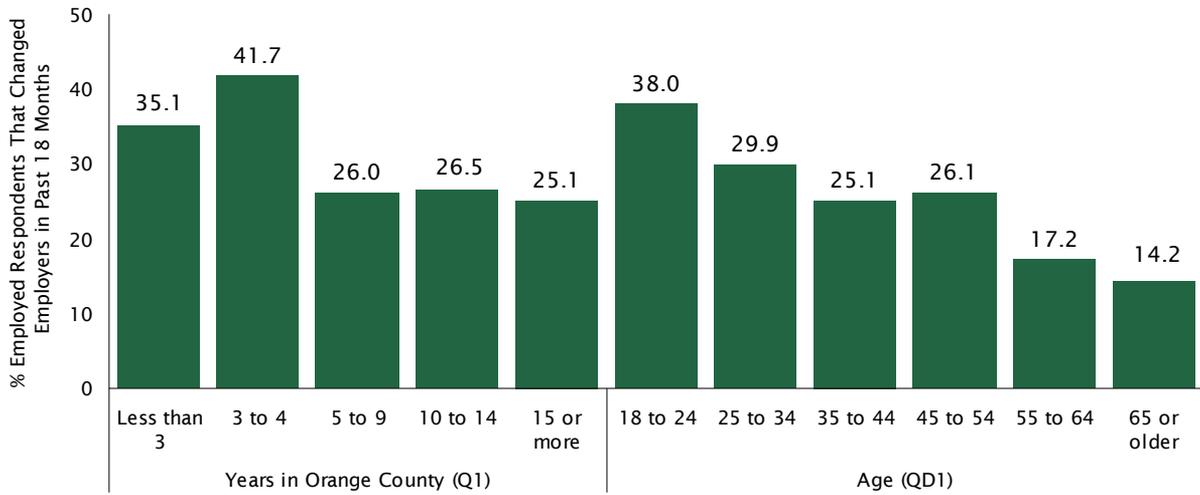


FIGURE 28 CHANGE EMPLOYERS IN PAST 18 MONTHS BY HSLD INCOME & SUPERVISORIAL DISTRICT

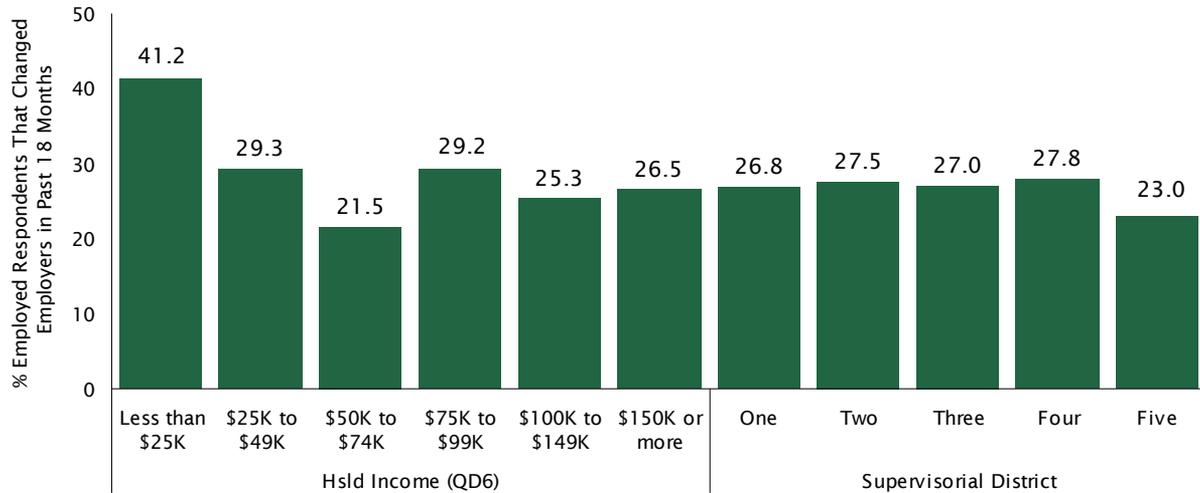
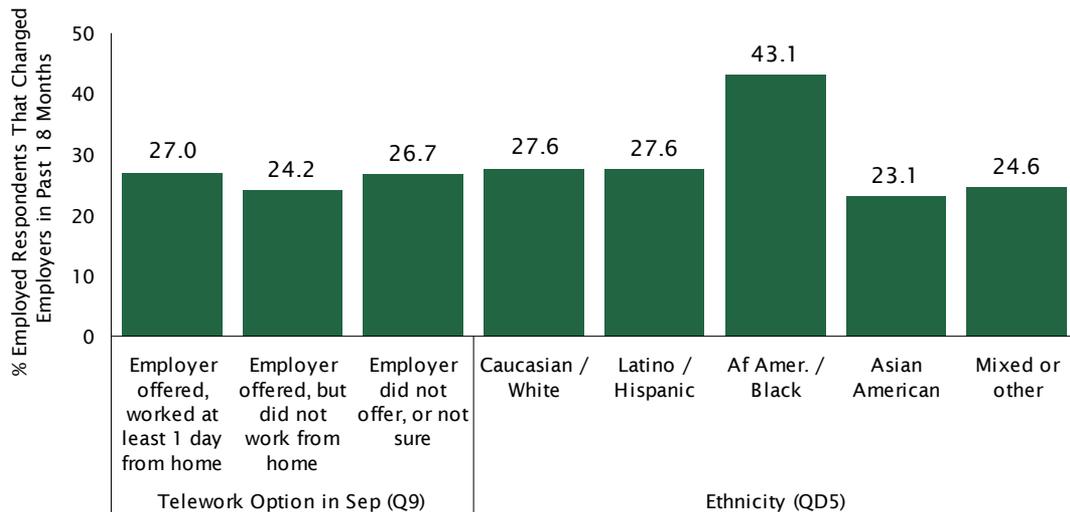


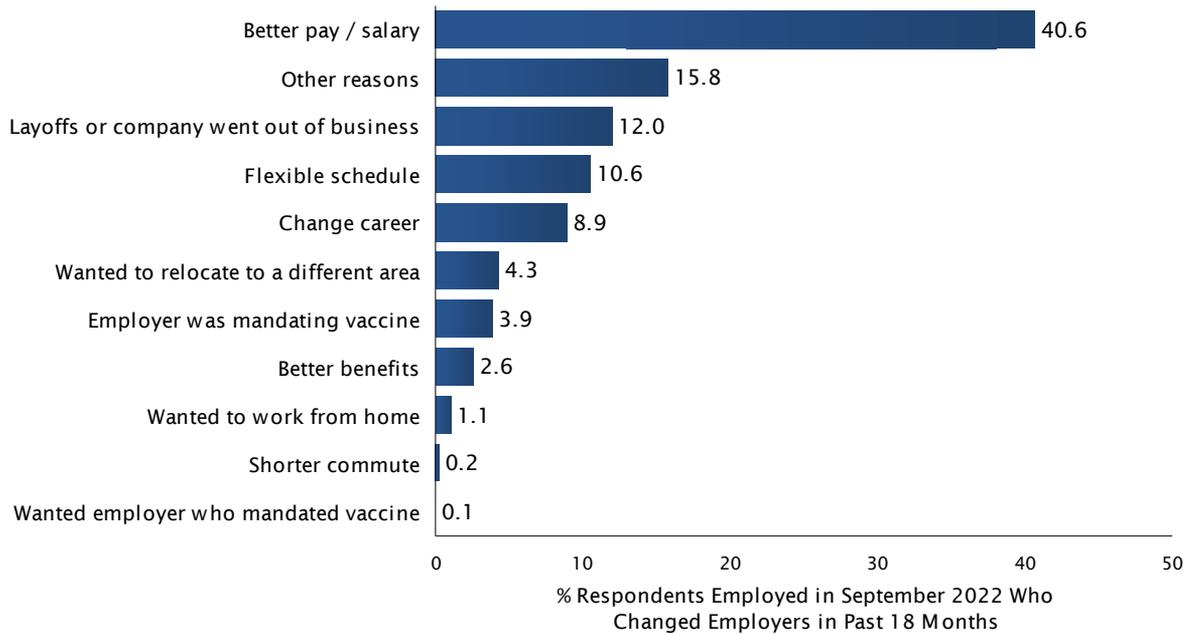
FIGURE 29 CHANGE EMPLOYERS IN PAST 18 MONTHS BY TELEWORK OPTION IN SEP & ETHNICITY



Those who had changed employers in the past 18 months were subsequently asked in an open-ended manner to describe the *main* reason for the change (Figure 30). A desire for better pay/salary was the most common response (41%), followed by a collection of other specific reasons (16%), layoffs/company when out of business (12%), wanting a flexible schedule (11%), and a change in career (9%). It is also worth noting that 4% mentioned they changed employers because their prior employer mandated the COVID-19 vaccine, whereas less than 1% sought to move to an employer that would require vaccines for all employees.

Question 14 *What was the main reason why you changed employers?*

FIGURE 30 MAIN REASON FOR CHANGING EMPLOYERS



CURRENT & EXPECTED ACTIVITIES

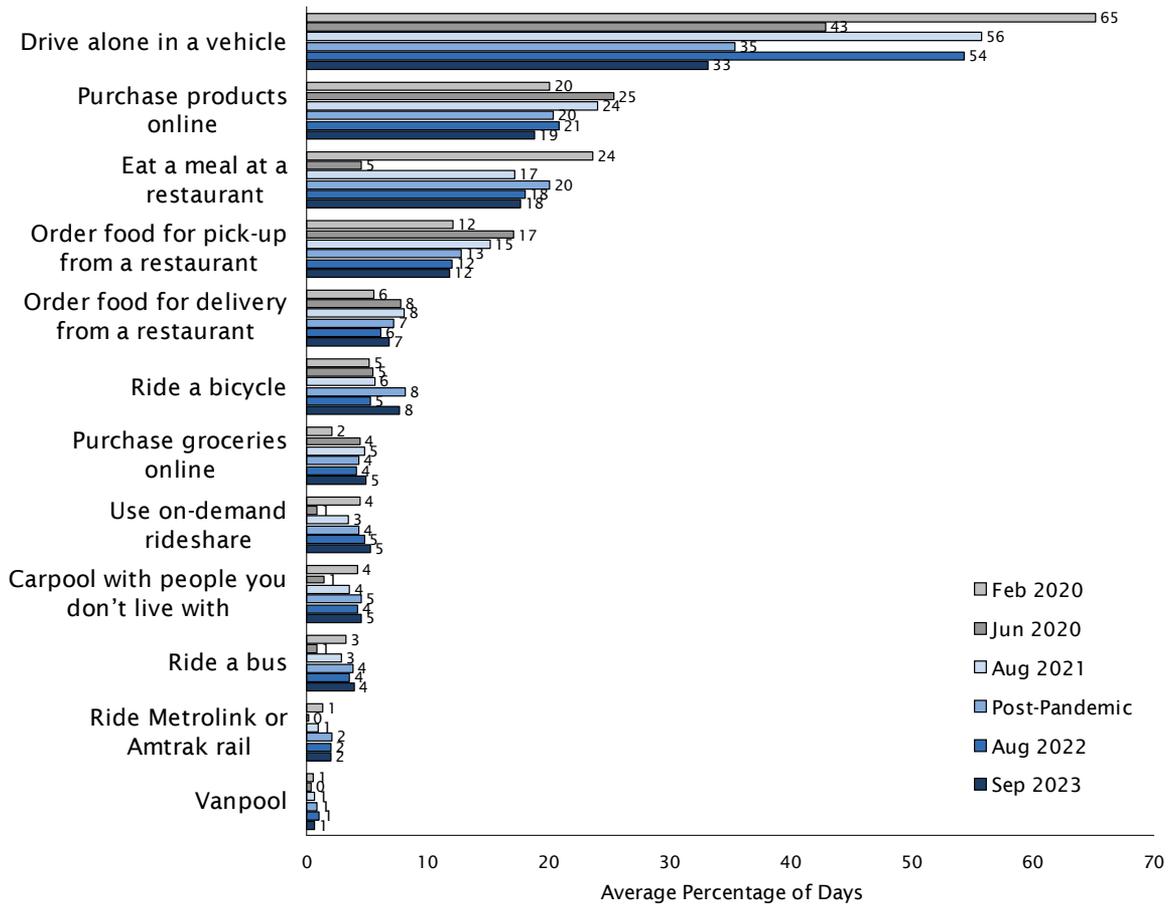
Having profiled respondents' employment status, working arrangements, and commute behavior in February 2020, June 2020, September 2021, September 2022, as well as their future expectations, the study transitioned to identifying how other aspects of their travel behavior and related activities may have changed in response to the pandemic.

PERSONAL ACTIVITIES For each of the activities shown in Figure 31, respondents were asked to report how many days they engaged in the activity during February 2020 (prior to the pandemic), June 2020 (during the pandemic), August 2021 (during pandemic), their 2021 expectations for when the pandemic is over, September 2022 (waning pandemic), and their expectations for September 2023. Because the number of days in these months are not equal, the figure reports the average *percentage* of days in each month that respondents reported engaging in the activity.

Question 15 *In the past month, approximately how many days during the month did you: ____?*

Question 28 *Thinking ahead to one year from now, approximately how many days in a typical month do you expect to: ____?*

FIGURE 31 PERCENTAGE OF DAYS PER MONTH PERFORMING PERSONAL ACTIVITIES: FEB 2020, JUN 2020, AUG 2021, POST-PANDEMIC EXPECTATIONS, AUG 2022 & SEP 2023 EXPECTATIONS



In the first few months of the pandemic, Orange County residents made significant changes in their travel, shopping, and dining habits. With respect to travel behavior, the percentage of days they **drove alone** in a vehicle declined from 65% in February 2020 to 43% in June 2020, use of **on-demand rideshare** declined from 4% of days in February to 1% in June, **carpooling** with someone they don't live with declined from 4% of days in February to 1% in June, riding a **bus** declined from 3% of days on average in February to 1% in June, while riding **Metrolink** or **Amtrak** declined from 1% of days in February to 0.2% in June.

With respect to shopping and dining, the dramatic decline in the percentage of days respondents reported **eating a meal at a restaurant** (24% in February vs 5% in June) was only partially offset by an increase in the percentage of days they ordered food for **pick-up** (12% in February vs 17% in June) or **delivery** (6% in February vs 8% in June). When compared to the patterns in February, there was also a modest uptick in the percentage of days Orange County residents purchased **groceries online** (2% in February vs 5% in June) and **purchased other products online** (20% in February vs 25% in June).

By August 2021, many of the activities had bounced back toward pre-pandemic levels. When compared to June 2020, the percentage of days respondents **drove alone** in a vehicle increased from 43% to 56%, use of **on-demand rideshare** increased from 1% of days to 3%, **carpooling** with someone they don't live with increased from 1% to 4%, riding a **bus** increased from 1% of days to 3%, while riding **Metrolink** or **Amtrak** increased from 0.2% of days in June 2020 to 1% in August 2021. Interestingly, the changes in shopping and dining behavior between June 2020 and August 2021 were comparatively slight, with the exception of **eating a meal at a restaurant**, which increased from 5% of days in June 2020 to 17% of days in August 2021.

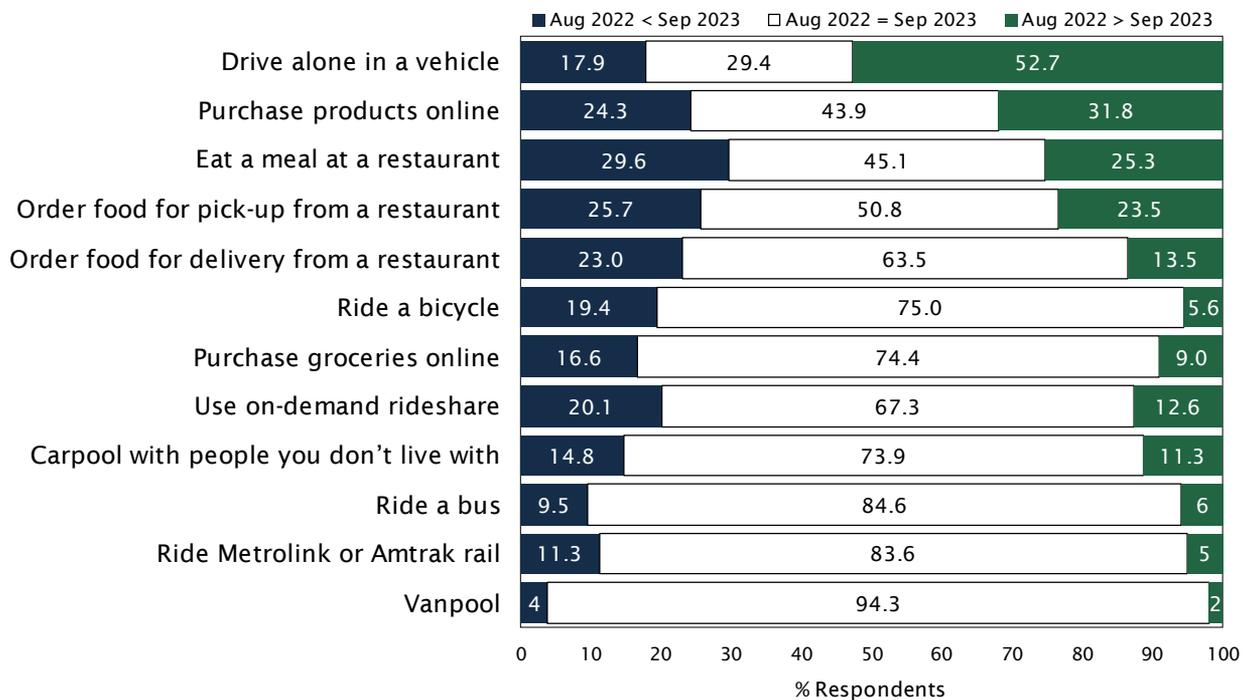
When asked in 2021 to think ahead to the post-pandemic period, respondents anticipated small changes in the number of days they would engage in most activities when compared to August 2021, including purchasing products online (-4%), eating a meal at a restaurant (+3%), ordering food for pick-up from a restaurant (-2%), ordering food for delivery from a restaurant (-1%), purchasing groceries online (-0.5%), carpooling (+1%), using on-demand rideshare (+0.8%), riding a bus (+1%), riding Metrolink or Amtrak (+1%), and vanpooling (+0.2%). The one notable exception was a large decline in the percentage of days they anticipated driving alone in a vehicle (-20%) once the pandemic is over when compared to August 2021.

The 2022 tracking survey found that little actually changed during the prior year, as the patterns closely matched those found in August 2021. Although respondents in 2021 had anticipated a large decline in the number of days they would drive post-pandemic, the percentage of days respondents **drove alone** in a vehicle decreased just 2% by August 2022 (from 56% to 54%), use of **on-demand rideshare** increased from 3% of days to 5%, **carpooling** with someone they don't live with stayed the same at 4%, riding a **bus** increased from 3% of days to 4%, while riding **Metrolink** or **Amtrak** increased from 1% of days in August 2021 to 2% in August 2022. Interestingly, most of the changes in shopping and dining behavior between August 2021 and August 2022 were slight (2% or less), with the exception of ordering food for pick-up from a restaurant (-3%) and purchasing products online (-3%).

Looking ahead to 2023, respondents anticipated engaging in most activities at the same frequency as they do today. The main exception to this pattern was found for driving alone in a vehicle, for which respondents anticipated a large decline (from 54% of days down to 33%) over the next year. However, this is the same decline respondents anticipated occurring back in the 2021 tracking survey that has yet to materialize.

Figure 32 presents the information gathered in Questions 15 and 28 in a different format, noting the percentage of respondents who reported less, the same, or more days engaging in each activity in August 2022 when compared to what they expect a year from now (September 2023). In most cases, the percentage who are doing *less* of an activity now vs. what they expect a year from now was offset by a similar percentage who anticipated they are doing *more* of the activity now. Activities in which the net difference was at least 10% included driving alone in a vehicle (net 35% more August 2022) and riding a bicycle (net 14% more September 2023).

FIGURE 32 PERSONAL ACTIVITIES: AUG 2022 VS SEP 2023 EXPECTATIONS



Finally, Figure 33 on the next page normalizes the comparison by noting the percentage *change* in expected days spent engaged in each activity between August 2022 and a year from now. The largest anticipated *increases* occurred with respect to riding a bicycle (+52%), purchasing groceries online (+18%), and ordering goods for delivery (+10%). The largest anticipated *decreases* were reported for vanpooling (-63%) and driving alone in a vehicle (-41%). Table 4 shows how the percentage change in expected days spent engaged in each activity by next year varied by Supervisorial District.

FIGURE 33 PERCENTAGE CHANGE IN DAYS PER MONTH PERFORMING PERSONAL ACTIVITIES: AUG 2022 VS SEP 2023 EXPECTATIONS

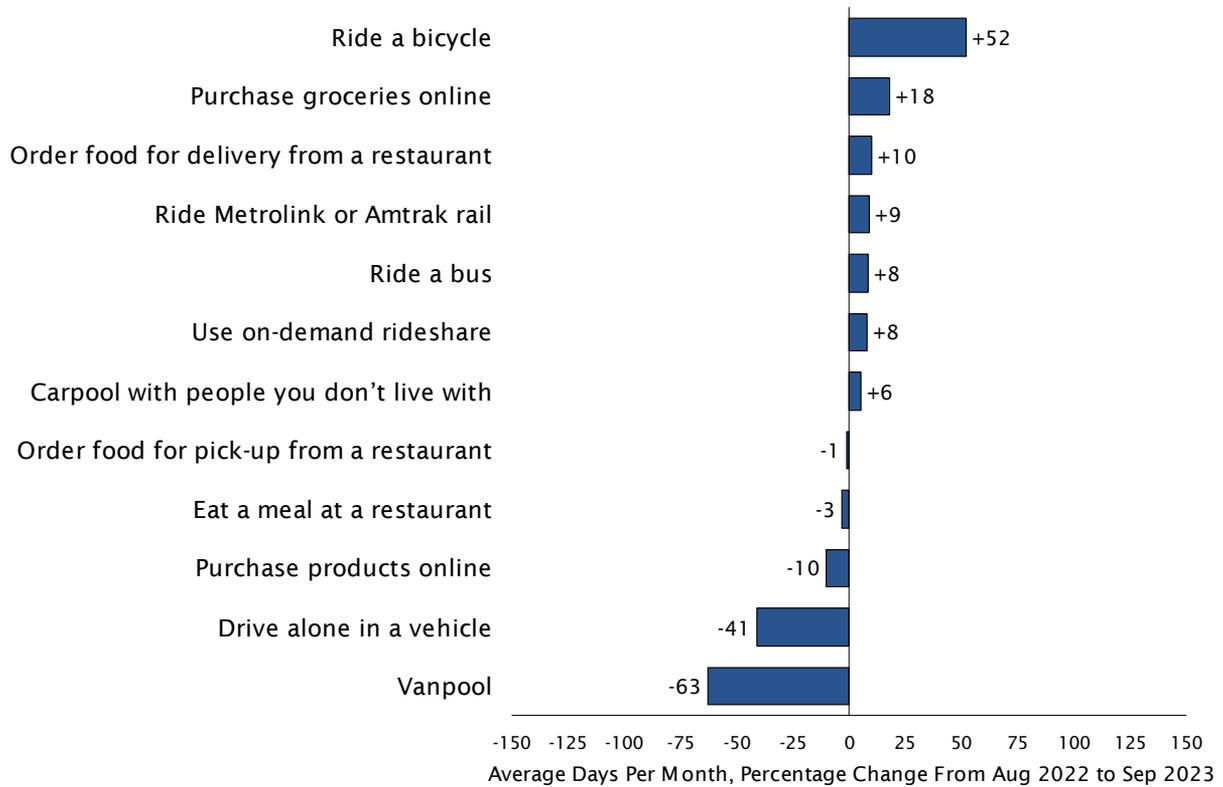


TABLE 4 PERCENTAGE CHANGE IN DAYS PER MONTH PERFORMING PERSONAL ACTIVITIES: SEP 2022 VS SEP 2023 EXPECTATIONS BY OVERALL & SUPERVISORIAL DISTRICT

	Overall	Supervisorial District				
		One	Two	Three	Four	Five
Ride Metrolink or Amtrak rail	+52	+82	+41	+60	+39	+43
Vanpool	+18	+18	+15	+15	+20	+23
Ride a bicycle	+10	+3	+7	+5	+24	+18
Ride a bus	+9	-50	+2	+62	+67	+109
Carpool with people you don't live with	+8	+3	+2	+61	+7	+32
Use on-demand rideshare	+8	+25	-19	+31	+12	+17
Eat a meal at a restaurant	+6	+5	+5	-19	+9	+20
Purchase groceries online	-1	-5	-6	-5	+23	-5
Order food for delivery from a restaurant	-3	-2	+3	-3	-12	-4
Purchase products online	-10	-8	-4	-14	-8	-16
Order food for pick-up from a restaurant	-41	-36	-46	-50	-27	-45
Drive alone in a vehicle	-63	-83	-33	+108	-33	+41

FUTURE WORK ARRANGEMENTS

The final substantive questions of the survey focused on employees' anticipated work arrangements in 2023, including changes to the amount of time they expect to work from home, the extent to which their employers' preferences may be driving their expected remote work patterns, and whether they anticipate changing employers in the next year.

MORE OR LESS REMOTE WORK IN FUTURE? To set the stage for the discussion in this section, figures 34-36 summarize employees' expectations for the amount they will be teleworking a year from now (September 2023). The figures represent *all* employees, including those who are not currently teleworking. Overall, 74% of employees residing in Orange County expect that the amount they telework in September 2023 will be the same as now (September 2022), whereas 13% expect to work fewer days a year from now and 14% anticipated working more from home in 2023. As shown in the figures, the higher the percentage of days an employee currently works from home, the more likely they are to expect they will *reduce* the amount of days working remotely in 2023.

FIGURE 34 EXPECTED SEP 2023 TELEWORK STATUS AMONG ALL EMPLOYEES BY OVERALL & PERCENTAGE TELEWORK DAYS IN SEP 2022

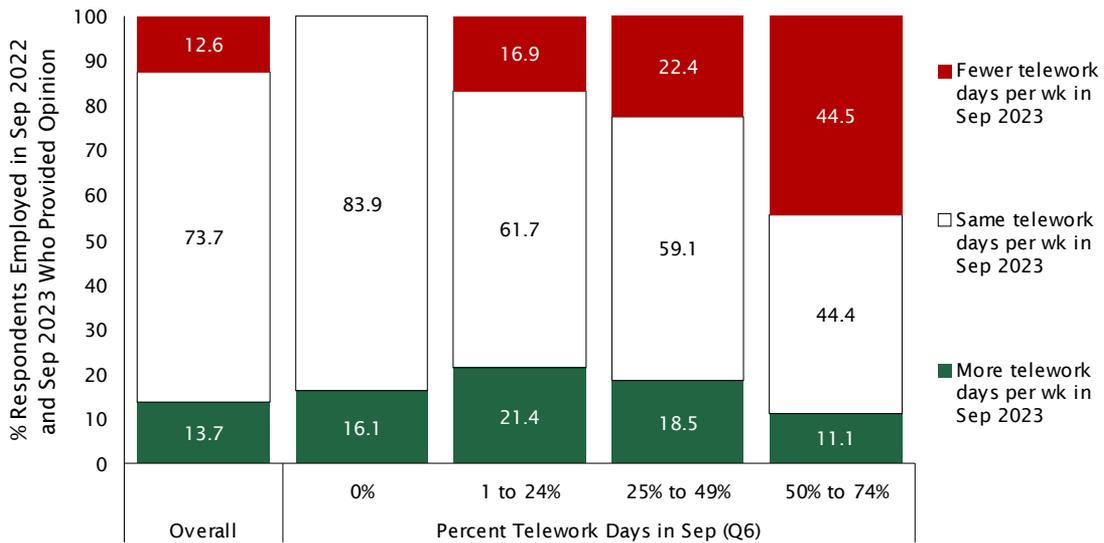


FIGURE 35 EXPECTED SEP 2023 TELEWORK STATUS AMONG ALL EMPLOYEES BY SUPERVISORIAL DISTRICT

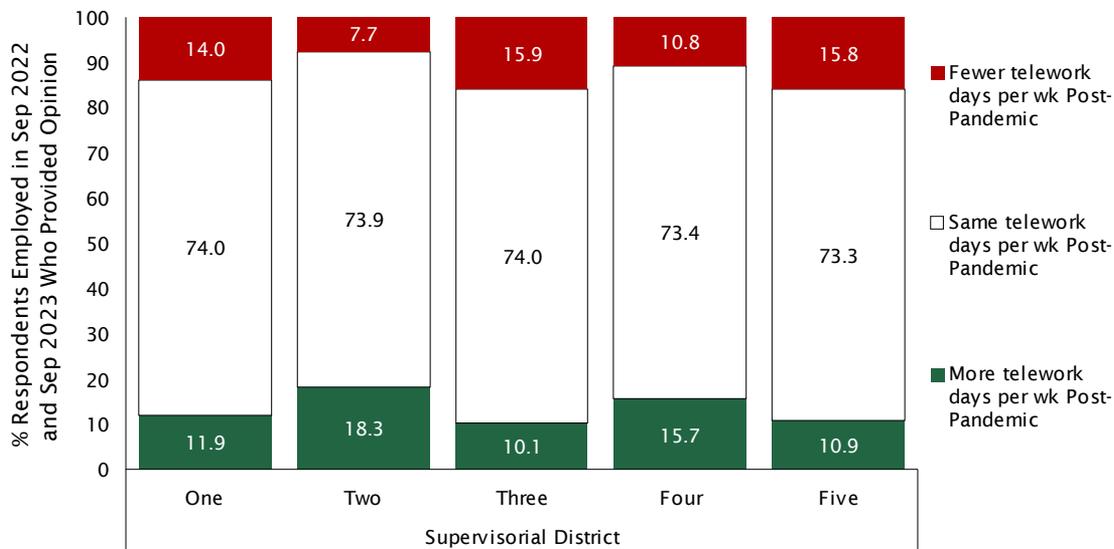
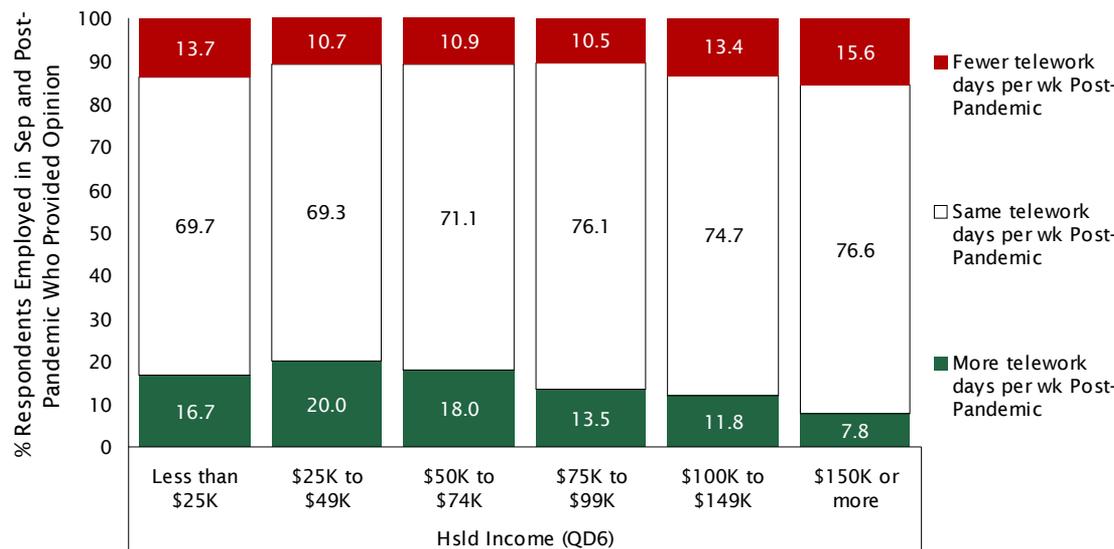


FIGURE 36 EXPECTED SEP 2023 TELEWORK STATUS AMONG ALL EMPLOYEES BY HSLD INCOME



REMOTE WORK STATUS - EMPLOYEE'S PREFERENCE? Regardless of their expectations for how the amount they work from home may change over the next year, all employees were asked whether their anticipated 2023 remote work status is their preference. As shown in Figure 37 on the next page, there is a clear pattern between the type of change expected in their remote work status by September 2023 and whether employees' preferences dictated the outcome.

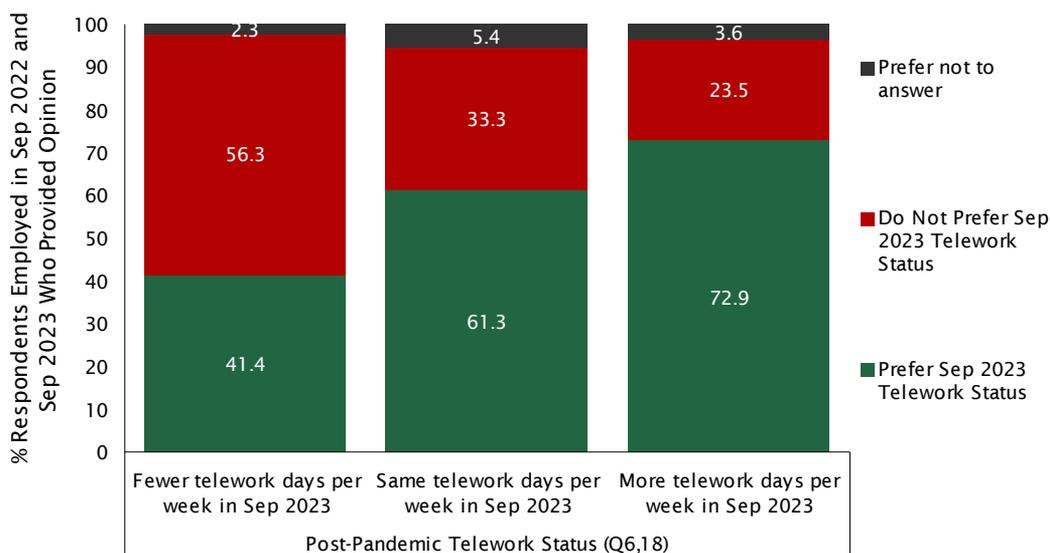
Among employees who anticipated working fewer days from home by September 2023, just 41% indicated that this is their *preferred* outcome. Most employees (61%) who expected to maintain their current remote work patterns offered that this is their preference. Meanwhile, among employees who expected to work more often from home by September 2023, 73% stated that they preferred this arrangement.

Question 20 You indicated that you expect to work fewer days from home one year from now when compared to your current schedule. Is this because you prefer to reduce the number of days you work from home?

Question 22 You indicated that you expect to work the same number of days from home one year from now when compared to your current schedule. Is this because you prefer to keep the number of days you work from home the same?

Question 24 You indicated that you expect to work more days from home one year from now when compared to your current schedule. Is this because you prefer to increase the amount of days you work from home?

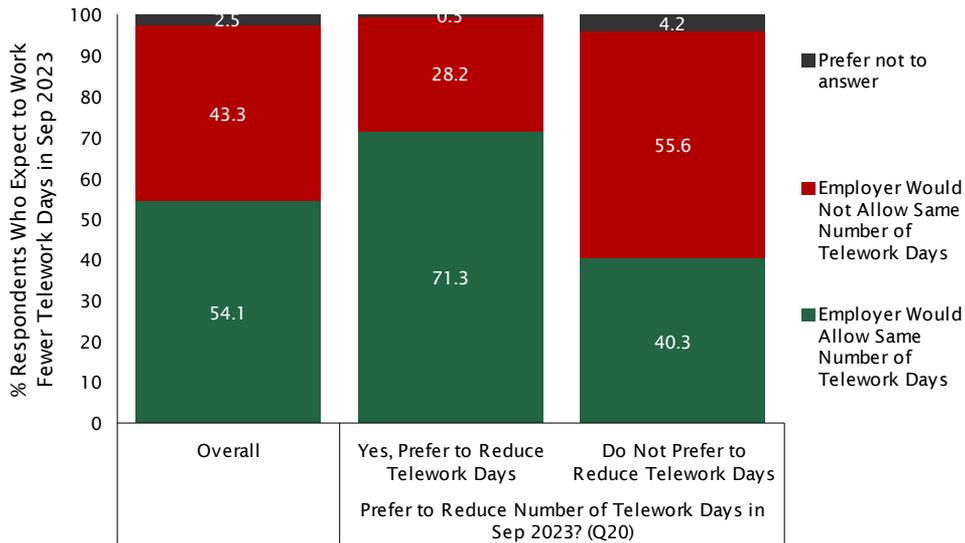
FIGURE 37 SEP 2023 EXPECTED TELEWORK STATUS



WORKING FEWER DAYS FROM HOME Employees who indicated they anticipated working fewer days from home one year from now were subsequently asked if their employer would allow them to continue working from home the same number of days as their current schedule. Figure 38 on the next page shows that the most common answer to this question was yes—their employer would allow them to continue working from home as often as they do currently (54%). The figure also shows the relationship between employees’ preferences and their employers’ when it comes to their September 2023 work arrangements. Among those who anticipated working fewer days from home in 2023 and preferred to do so, most (71%) indicated that their employer would have allowed them to continue working from home as often as their current schedule. Conversely, those who anticipated working less from home in the future and did *not* prefer this outcome were far more likely (56%) to report that their employer would not allow them to continue working from home as often as they do currently.

Question 21 *One year from now, do you expect that your employer will allow you to continue working from home < insert from Q6 > days per week?*

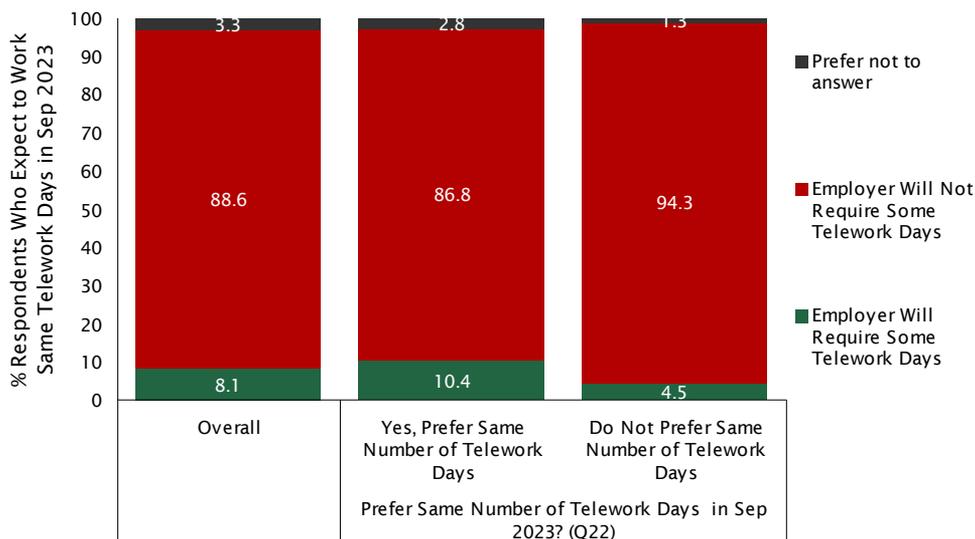
FIGURE 38 FEWER TELEWORK DAYS NEXT YEAR (SEP 2023): EMPLOYER REQUIREMENT VS EMPLOYEE PREFERENCE



WORKING SAME DAYS FROM HOME Employees who indicated they anticipated working the *same* number days from home next year were subsequently asked if their employer will be requiring employees to work from home at least part of the time during this period. Few employees in this situation (8%) indicated that remote work will be required by their employer and the percentage varied little according to the whether the employees did/did not prefer to work from home the same number of days by September 2023.

Question 23 *Has your employer indicated that - one year from now - employees must work from home at least part of the time?*

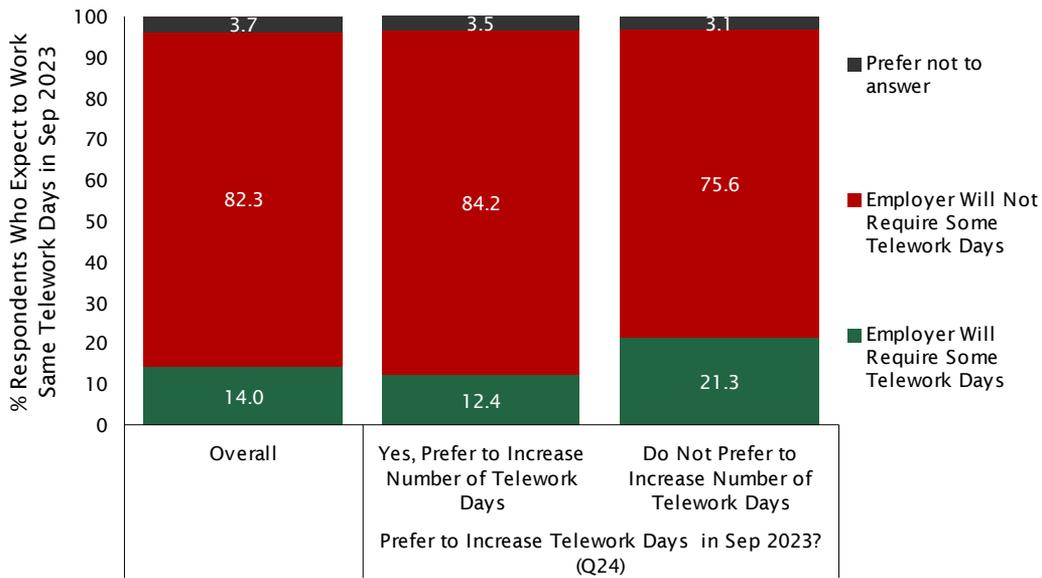
FIGURE 39 SAME NUMBER OF TELEWORK DAYS NEXT YEAR (SEP 2023): EMPLOYER REQUIREMENT VS EMPLOYEE PREFERENCE



WORKING MORE DAYS FROM HOME In a manner similar to that described above, employees who indicated they anticipated working *more* days from home a year from now were also asked if their employer will be requiring employees to work from home at least part of the time during this period. Overall, 14% of employees in this situation indicated that their employer will be requiring employees to work from home at least part of the time by September 2023. Those who did not prefer to work more days from home next year were more likely (21%) than their counterparts (12%) to indicate that their employer will require remote work next year.

Question 25 *Has your employer indicated that - one year from now - employees must work from home least part of the time?*

FIGURE 40 MORE TELEWORK DAYS NEXT YEAR (SEP 2023): EMPLOYER REQUIREMENT VS EMPLOYEE PREFERENCE



DO YOU ANTICIPATE CHANGING EMPLOYERS? Whereas Question 13 asked respondents whether they had changed employers during the *prior* 18 month period, Question 26 asked employees whether they anticipated changing employers in the upcoming 12 month period (see Figure 41). Overall, 17% of individuals anticipated that they will be changing their employer within the 12 months following the interview, and an additional 4% indicated they are currently employed but do not anticipate being employed one year from now. Overall, 69% of individuals indicated they anticipated staying with their current employer for the next 12 months, and this expectation was more common among residents of Supervisorial District 5, those 35 to 54 years of age, and those who reside in higher-earning (\$100,000+) households (see figures 41-43).

Question 26 Do you anticipate that you will change employers in the next 12 months?

FIGURE 41 EMPLOYMENT STATUS IN NEXT 12 MONTHS BY OVERALL & SUPERVISORIAL DISTRICT

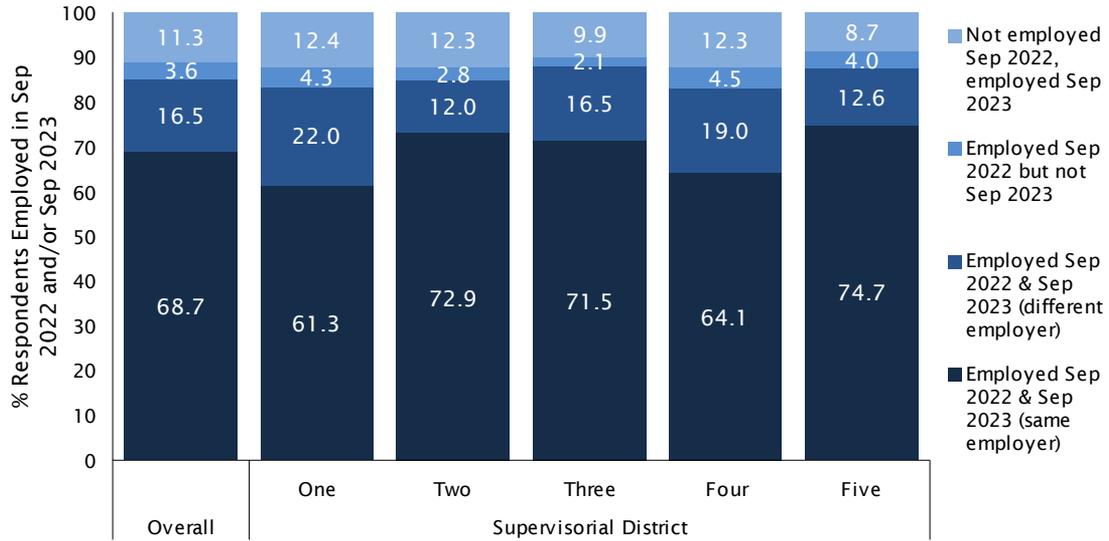


FIGURE 42 EMPLOYMENT STATUS IN NEXT 12 MONTHS BY AGE

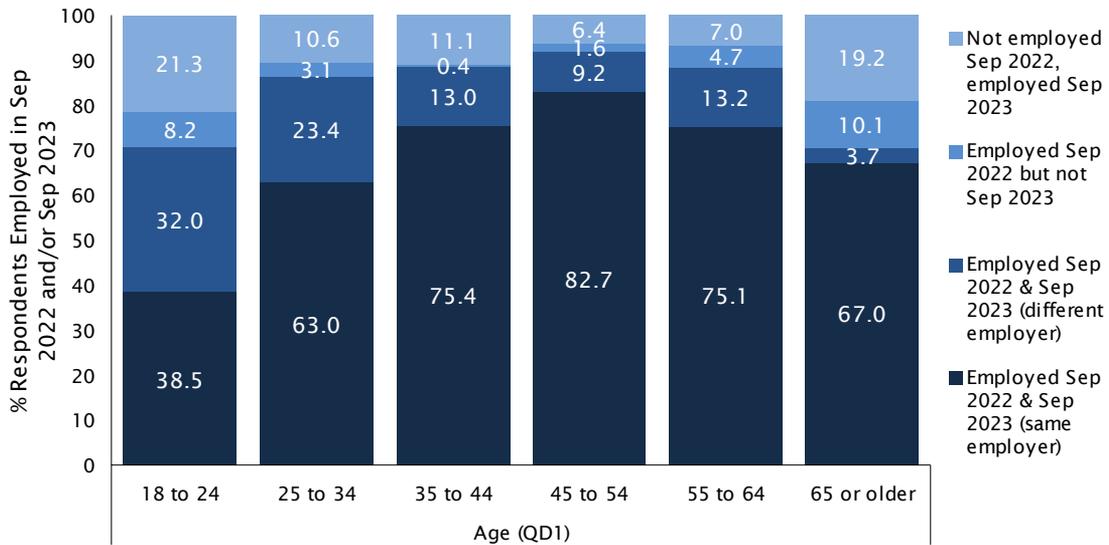
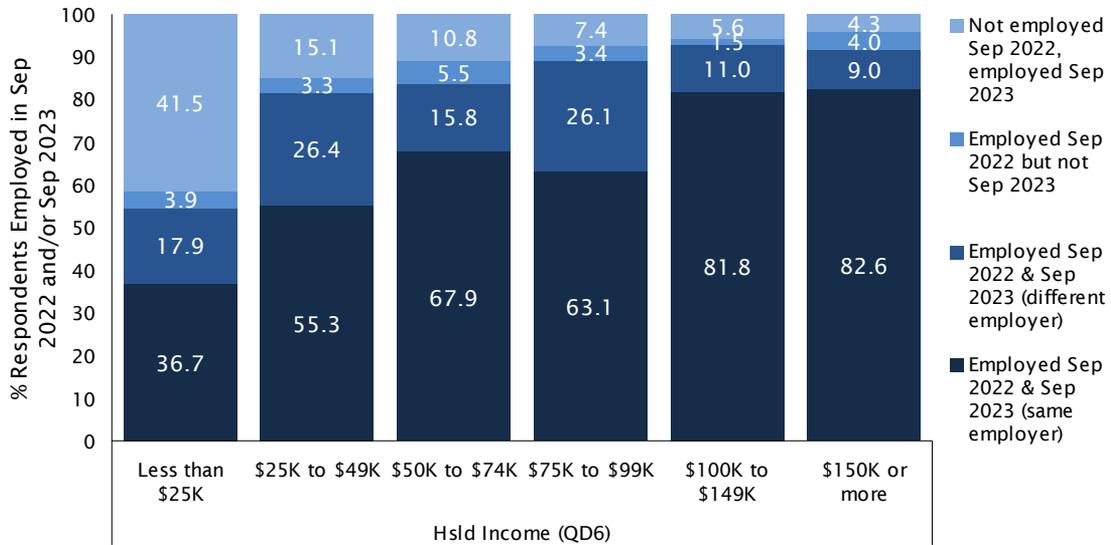


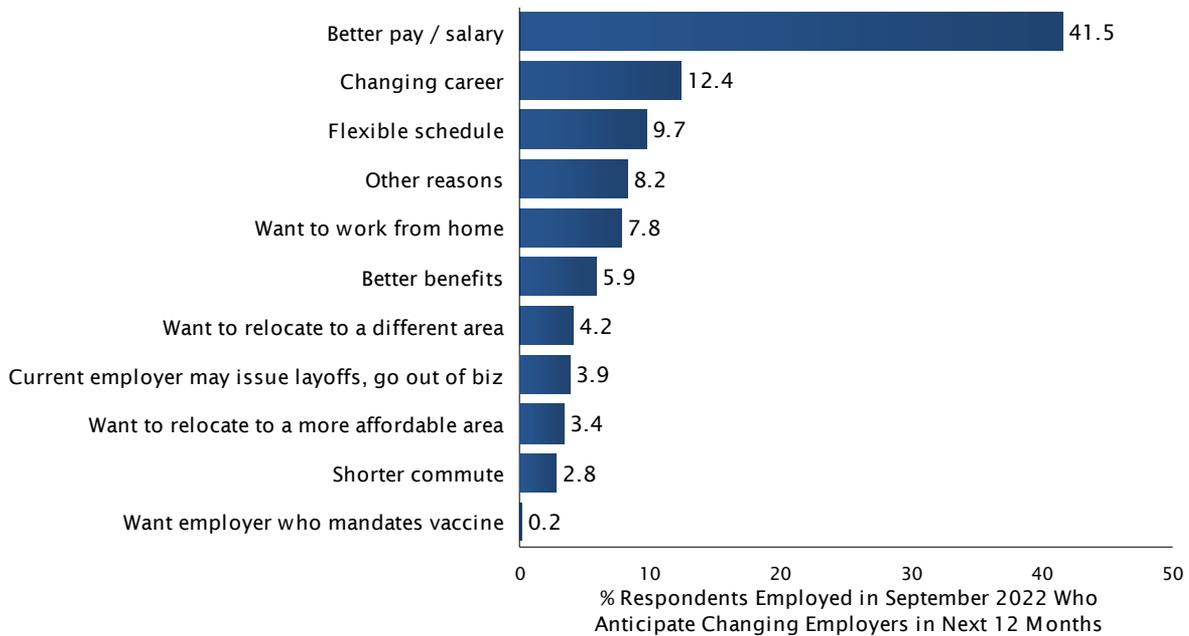
FIGURE 43 EMPLOYMENT STATUS IN NEXT 12 MONTHS BY HSLD INCOME



Those who anticipated changing employers in the next 12 months were subsequently asked in an open-ended manner to describe the *main* reason for their anticipated change (Figure 44). Here again, a desire for better pay/salary was the most common reason for changing employers (42%), while others cited a change of career (12%), a desire to have a flexible schedule (10%), a collection of different reasons (8%), and desire to work from home (8%). When it comes to an anticipated change in employers over the next year, less than 1% mentioned a vaccine-related reason.

Question 27 *What is the main reason why you expect to change employers?*

FIGURE 44 MAIN REASON FOR CHANGING EMPLOYERS





BACKGROUND & DEMOGRAPHICS

TABLE 5 DEMOGRAPHICS OF SAMPLE BY STUDY VERSION

	Study Version		
	Baseline Jul 2020	Tracking Sep 2021	Tracking II Sep 2022
Total Respondents	2,548	2,119	2,019
Years in Orange County (Q1)			
Less than 3	3.9	4.1	5.2
3 to 4	5.2	4.7	4.4
5 to 9	9.7	11.3	8.1
10 to 14	7.2	8.6	7.3
15 or more	73.6	70.7	74.4
Prefer not to answer	0.4	0.7	0.6
Age (QD1)			
18 to 24	13.3	13.2	13.4
25 to 34	18.6	18.1	18.1
35 to 44	19.3	18.6	18.6
45 to 54	19.1	18.6	18.5
55 to 64	13.8	13.3	12.5
65 or older	14.5	17.2	13.2
Prefer not to answer	1.4	0.9	5.6
Gender (QD2)			
Male	48.7	45.5	45.1
Female	48.9	51.4	53.2
Other	0.6	0.8	0.3
Prefer not to answer	1.8	2.3	1.4
Access to Personal Vehicle (QD3)			
Always	90.8	88.1	84.2
Sometimes	4.2	6.2	8.2
Rarely, never	3.5	4.0	5.9
Prefer not to answer	1.5	1.7	1.7
Home Ownership Status (QD4)			
Rent	40.6	42.0	44.3
Own	53.4	52.6	51.7
Prefer not to answer	6.0	5.4	4.0
Ethnicity (QD5)			
Caucasian / White	37.5	37.3	37.7
Latino / Hispanic	32.1	32.0	32.3
Af Amer. / Black	2.2	1.8	1.5
Asian American	19.5	19.8	20.0
Mixed or other	3.6	3.1	3.4
Prefer not to answer	5.0	6.0	5.1
Hsld Income (QD6)			
Less than \$25K	7.8	10.0	8.6
\$25K to \$49K	15.6	14.2	16.6
\$50K to \$74K	17.4	16.5	17.2
\$75K to \$99K	16.1	16.6	14.7
\$100K to \$149K	16.0	14.4	15.2
\$150K or more	20.5	21.7	21.1
Prefer not to answer	6.6	6.6	6.6
Supervisorial District			
One	20.7	20.8	19.3
Two	21.2	21.5	22.6
Three	17.4	17.7	18.1
Four	21.3	21.3	20.7
Five	19.4	18.7	19.3

Table 5 presents the key demographic and background information that was collected during the survey. Although the primary motivation for collecting the background and demographic information was to provide a better insight into how the results of the substantive questions of the survey vary by demographic characteristics (see crosstabulations in Appendix A for a full breakdown of each question), the information is also valuable for understanding the current profile of Orange County's adult population. The sample profile matches Orange County's adult population profile on age, ethnicity, and homeownership based on the most recent Census American Community Survey (ACS) estimates, and is also balanced across Supervisorial Districts.



M E T H O D O L O G Y

The following sections outline the methodology used in the study, as well as the motivation for using certain techniques.

QUESTIONNAIRE DEVELOPMENT Dr. McLarney of True North Research worked closely with OCTA to develop a questionnaire that covered the topics of interest and avoided the many possible sources of systematic measurement error including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking the items in a set order can lead to a systematic position bias, the items were asked in a random order for each respondent.

Some questions asked in this study were presented only to a subset of respondents. For example, only respondents who reported that they were employed in September 2022 (Question 4) were asked follow-up questions about their work schedule (Question 5) and working from home (Question 6) during that month. The questionnaire included with this report (see *Questionnaire & Toplines* on page 47) identifies the skip patterns that were used during the interview to ensure that each respondent received the appropriate questions.

PROGRAMMING, PRE-TEST & TRANSLATION Prior to fielding the survey, the questionnaire was CATI (Computer Assisted Telephone Interviewing) programmed to assist interviewers when conducting the telephone interviews. The CATI program automatically navigates the skip patterns, randomizes the appropriate question items, and alerts the interviewer to certain types of keypunching mistakes should they occur. The survey was also programmed into a passcode-protected online survey application to allow online participation for sampled residents. The integrity of the questionnaire was pre-tested internally by True North and by dialing into random homes in Orange County prior to formally beginning the survey. Once finalized, the survey was professionally translated into Spanish and Vietnamese to give respondents the option of participating in English, Spanish, or Vietnamese.

SAMPLE, RECRUITING & DATA COLLECTION A comprehensive database of households within Orange County was utilized for this study, ensuring that all households had the opportunity to participate in the survey. From this master database, True North developed a stratified, random sample of residents to recruit to participate in the survey. Once selected at random, additional contact information (telephone and/or email) was appended to the sample using publicly available and private sources. Residents were recruited to participate in the survey using a combination of emailed invitations, text invitations, and/or telephone calls.⁵ Individuals that received an email or text invitation were invited to participate in the survey online at a secure, passcode-protected website designed and hosted by True North. Each sample record was assigned a unique passcode to ensure that only residents who received an invitation could access the online survey site, and that the survey could be completed one time only. Individuals that did not respond to an email or text invitation (or that only had telephone contact information) were recruited to participate in the survey by telephone (land line and/or cell phone).

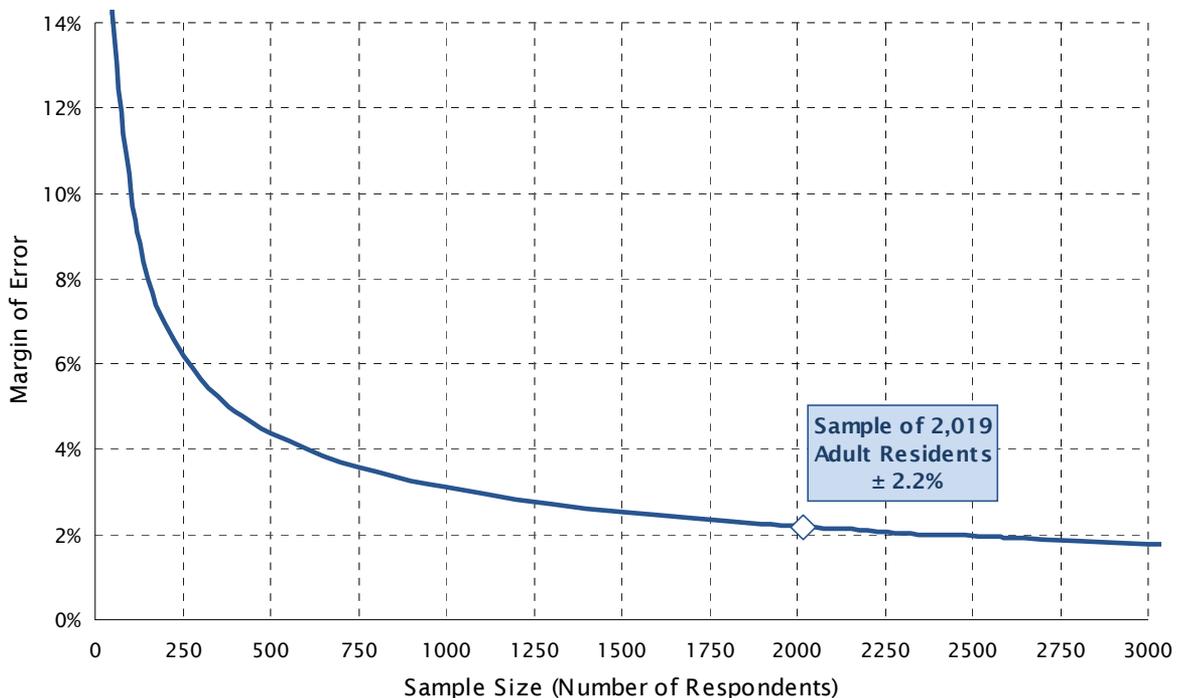
5. The recruiting method(s) selected for a respondent depended on the contact information that was available for that particular individual.

Telephone interviews averaged 15 minutes in length and were conducted during weekday evenings (5:30PM to 9PM) and on weekends (10AM to 5PM). It is standard practice not to call during the day on weekdays because most working adults are unavailable and thus calling during those hours would likely bias the sample. A total of 2,019 surveys were completed between September 12 and September 30, 2022.

STATISTICAL MARGIN OF ERROR By using a probability-based sample and monitoring the sample characteristics as data collection proceeded, True North ensured that the sample was representative of adult residents in Orange County. The results of the survey can thus be used to estimate the opinions of *all* adult residents in the County. Because not all adult residents participated in the survey, however, the results have what is known as a statistical margin of error due to sampling. The margin of error refers to the difference between what was found in the survey of 2,019 respondents for a particular question and what would have been found if all of the estimated 2,489,898 adult residents⁶ in Orange County had been interviewed.

Figure 45 provides a plot of the *maximum* margin of error in this study. The maximum margin of error for a dichotomous percentage result occurs when the answers are evenly split such that 50% provide one response and 50% provide the alternative response. For this survey, the maximum margin of error is $\pm 2.2\%$ for questions answered by all 2,019 respondents countywide.

FIGURE 45 MAXIMUM MARGIN OF ERROR DUE TO SAMPLING



Within this report, figures and tables show how responses to certain questions varied by sub-groups such as years living in Orange County, age of the respondent, and Supervisorial District. Figure 45 above is thus useful for understanding how the maximum margin of error for a per-

6. Source: adult population estimate derived from U.S. Census Bureau age profile for Orange County for July 2021.

centage estimate will grow as the number of individuals asked a question (or in a particular subgroup) shrinks. Because the margin of error grows exponentially as the sample size decreases, the reader should use caution when generalizing and interpreting the results for small subgroups.

DATA PROCESSING Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing open-ended responses, and preparing frequency analyses and crosstabulations. The final data were weighted to adjust for minor discrepancies in age and ethnicity within each of the five Supervisorial Districts.

ROUNDING Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and charts. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and pie charts for a given question.

QUESTIONNAIRE & TOPLINES



OCTA
Employment & Travel Survey Tracker II
Final Toplines (n=2,019)
October 11, 2022

Section 1: Introduction to Study

Standard Intro: Hi, may I please speak to: _____. Hi, my name is _____ and I'm calling from TNR on behalf of OCTA (Oh-See-Tee-Ay) - the Orange County Transportation Authority. We're conducting a survey about important issues in Orange County and I'd like to get your opinions.

If Land Line, no name on file: Hi, my name is _____ and I'm calling from TNR on behalf of OCTA (Oh-See-Tee-Ay) - the Orange County Transportation Authority. We're conducting a survey about important issues in Orange County and I'd like to get your opinions.

If needed: This is a survey about important issues in your community. I'm NOT trying to sell anything and I won't ask for a donation. Your responses will be confidential.

If needed: The survey should take about 12 minutes to complete.

If needed: If now is not a convenient time, can you let me know a better time so I can call back? You can also take the survey online if you prefer.

Section 2: Screener for Inclusion if Land Line & No Name

For statistical reasons, I would like to speak to the youngest adult male currently at home that is at least 18 years of age. *If there is no male currently at home that is at least 18 years of age, then ask:* Ok, then I'd like to speak to the youngest female currently at home that is at least 18 years of age.

If there is no adult currently available, then ask for a callback time.

NOTE: Adjust this screener as needed to match sample quotas on gender & age

If respondent asks why we want to speak to a particular demographic group, explain: Its important that the sample of people for the survey is representative of the adult population in Orange County for it to be statistically reliable. At this point, we need to balance our sample by asking for people who fit a particular demographic profile.

Section 3: Local Issues & the Pandemic

Q1	To begin, how long have you lived in Orange County?		
1	Less than 1 year		2%
2	1 to 2 years		3%
3	3 to 4 years		4%
4	5 to 9 years		8%
5	10 to 14 years		7%
6	15 years or longer		74%
99	Prefer not to answer		1%

Q2	Thinking about Orange County as a whole, what would you say is the most important issue facing Orange County today? Verbatim responses recorded and later grouped into categories shown below.	
	Homelessness	25%
	Housing availability, affordability	18%
	Not sure, cannot think of anything	16%
	Public safety, drugs, crime	11%
	Traffic congestion	9%
	Cost of living	9%
	Public transportation	5%
	Population, overcrowding	3%
	Environmental issues, concerns	3%
	Development, loss of open space	3%
	Infrastructure maintenance, repair	3%
	Water supply issues, concerns, drought	3%
	Economy, unemployment	2%
	High taxes	2%
	Illegal immigration issues	2%
	Political division	2%
	High gas prices	2%
Q3	Which comes closer to your view about where Orange County stands in the coronavirus outbreak: the worst is behind us OR the worst is yet to come?	
	1 Worst is behind us	74%
	2 Worst is yet to come	10%
	98 Not sure	15%
	99 Prefer not to answer	1%

Section 4: Current Employment & Commute

We're interested in how your activities may have changed in response to the pandemic. First, let me ask about your **current** situation.

Q4 Which best describes your **current** employment status? Are you employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?

1	Employed full-time	48%	Ask Q5
2	Employed part-time	9%	Ask Q5
3	Self-employed	7%	Ask Q5
4	Laid-off/furloughed	1%	Skip to Q15
5	Not employed, but looking for work	5%	Skip to Q15
6	Student	6%	Skip to Q15
7	Homemaker	4%	Skip to Q15
8	Retired	19%	Skip to Q15
99	Prefer not to answer	2%	Skip to Q15

Q5 How many **days** per week do you typically work?

1	One	1%
2	Two	1%
3	Three	6%
4	Four	10%
5	Five	68%
6	Six	10%
7	Seven	4%
99	Prefer not to answer	0%

Q6 Of the <insert from Q5> days per week you typically work, how many of these days do you primarily work **from home**?

0	None	57%
1	One	7%
2	Two	9%
3	Three	6%
4	Four	5%
5	Five	14%
6	Six	1%
7	Seven	2%
99	Prefer not to answer	0%

<i>Ask Q7 and Q8 if number days reported in Q6 is less than Q5.</i>		
Q7	When you commute to a work destination outside of your home, how do you typically commute to work? <i>If they say they use multiple transportation methods, ask: Which do you use for the <u>longest</u> portion of your commute?</i>	
	<i>If they say drive, car, etc. ask: Do you most often drive by yourself or with other people in the vehicle?</i>	
	1	Drive alone (car, truck, SUV, or van) 85%
	2	Carpool (ride together 2 to 4 people) 6%
	3	Vanpool (ride together with 5 to 15 people) 1%
	4	Motorcycle/Moped 1%
	5	E-bike/electric scooter 1%
	6	On-demand rideshare service like Uber or Lyft 0%
	7	Taxi 0%
	Public Transit	
	8	Bus 4%
	9	Metrolink/Amtrak rail 1%
	10	Other public transit 0%
	11	Bicycle 1%
	12	Walk/jog/run 1%
	13	Other 0%
	99	Prefer not to answer 0%
Q8	In miles, what is the approximate one-way commute distance between your home and your place of work? <i>If respondent not sure, ask them to estimate.</i>	
		<i>Average miles</i> 17.20
	1	Less than 3 7%
	2	3 to 5 19%
	3	6 to 10 22%
	4	11 to 15 18%
	5	16 to 25 14%
	6	26 to 40 8%
	7	More than 40 7%
	99	Prefer not to answer 4%

<i>Ask Q9 if Q6=0. Otherwise skip to Q10.</i>		
Q9	Does your employer currently give you the option to work from home at least one day per week?	
1	Yes	8%
2	No	89%
98	Not sure	2%
99	Prefer not to answer	1%
Q10	What industry do you work in? <i>If hesitates, ask: What does your company do? Verbatim responses recorded and later grouped into categories shown below.</i>	
	Health Care and Social Assistance	18%
	Professional, Scientific and Technical Services	15%
	Educational Services	9%
	Retail Trade	7%
	Public Administration	6%
	Prefer not to answer	6%
	Manufacturing	5%
	Accommodation and Food Services	5%
	Other Services (except Public Administration)	5%
	Construction	5%
	Transportation and Warehousing	4%
	Finance and Insurance	4%
	Real Estate and Rental and Leasing	3%
	Arts, Entertainment and Recreation	3%
	Information	2%
	Administrative and Support and Waste Management and Remediation Services	2%
	Wholesale Trade	1%
Q11	What is your occupation ? <i>If hesitates, ask: What type of work do you do? Verbatim responses recorded and later grouped into categories shown below.</i>	
	Management occupations	15%
	Education, training, and library occupations	8%
	Sales and related occupations	8%
	Office and administrative support occupations	8%
	Healthcare practitioner and technical occupations	7%
	Prefer not to answer	7%

	Business and financial operations occupations								6%
	Architecture and engineering occupations								5%
	Arts, design, entertainment, sports, and media occupations								4%
	Food preparation and serving related occupations								4%
	Computer and mathematical science occupations								3%
	Community and social service occupations								3%
	Legal occupations								3%
	Production occupations								3%
	Transportation and material moving occupations								3%
	Healthcare support occupations								2%
	Building and grounds cleaning and maintenance occupations								2%
	Personal care and service occupations								2%
	Construction and extraction occupations								2%
	Installation, maintenance, and repair occupations								2%
	Life, physical, and social science occupations								1%
	Protective service occupations								1%
	Armed Forces								1%
<i>Ask Q12 if Q6>0. Otherwise skip to Q15.</i>									
Q12	Next are a few questions about your experiences working from home during the past year. In general, do you find that working from home has helped, had no impact, or hurt: _____? <i>If helped or hurt, ask: Would you say it has (helped/hurt) a lot or somewhat?</i>								
	<i>Randomize</i>	Helped a lot	Helped somewhat	No Impact	Hurt somewhat	Hurt a lot	Not Sure	Prefer not to answer	
A	Your satisfaction with your job	43%	23%	20%	8%	3%	1%	1%	
B	Your ability to collaborate with other employees	15%	12%	38%	24%	9%	1%	1%	
C	Your ability to communicate with other employees	16%	9%	45%	21%	6%	2%	2%	
D	The quality of your work	30%	21%	37%	8%	2%	0%	1%	
E	Your productivity	36%	26%	23%	10%	4%	1%	1%	
F	Your ability to strike the right balance between work and your personal life	46%	18%	17%	11%	6%	0%	1%	
G	Your expenses	41%	29%	19%	4%	5%	1%	1%	
H	Your ability to manage your time	41%	20%	23%	11%	3%	1%	1%	
I	Your ability to communicate with external customers or partners	18%	12%	48%	14%	5%	2%	1%	

Ask Q13 if Q4=(1,2,3). Otherwise skip to Q15.

Q13 Did you change employers in the past 18 months?			
1	Yes	27%	Ask Q14
2	No	72%	Skip to Q15
99	Prefer not to answer	2%	Skip to Q15
Q14 What was the main reason why you changed employers?			
1	Better pay/salary	41%	
2	Better benefits	3%	
3	Flexible schedule	11%	
4	Wanted to work from home	1%	
5	Change career	9%	
6	Shorter commute	0%	
7	Wanted to relocate to a different area	4%	
8	Wanted to relocate to a more affordable area	0%	
9	Layoffs or company went out of business	12%	
10	Employer was mandating vaccine	4%	
11	I wanted to work for employer who mandated vaccine	0%	
12	Other	16%	
99	Prefer not to answer	0%	

Section 5: Current Activities

Q15 In the past month - August 2022 - approximately how many days during the month did you: ____?							
		Average Days	None	1 to 3	4 to 8	9 to 16	More than 16
	<i>Read in Order</i>						
A	Ride Metrolink or Amtrak rail	0.60	89%	7%	3%	0%	1%
B	Ride a bus	1.11	85%	8%	3%	2%	2%
C	Use an on-demand rideshare service like Uber or Lyft	1.46	62%	24%	10%	3%	1%
D	Carpool with people you don't live with	1.28	73%	15%	8%	2%	1%
E	Vanpool	0.31	96%	3%	1%	0%	0%
F	Ride a bicycle	1.64	77%	10%	7%	4%	3%
G	Drive alone in a vehicle	16.90	12%	6%	11%	16%	54%

H	Purchase products online	6.51	9%	28%	34%	22%	7%
I	Purchase groceries online	1.26	70%	16%	11%	3%	0%
J	Eat a meal at a restaurant	5.57	12%	31%	35%	17%	5%
K	Order food for pick-up from a restaurant	3.72	28%	32%	27%	10%	2%
L	Order food for delivery from a restaurant	1.89	55%	26%	13%	5%	1%

Section 6: Future Employment & Commute

Next, let me ask about your expectations for the *future*, **one year from now**. If you aren't sure about an answer, please give me your best estimate.

Q16	One year from now, do you expect to be employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?			
	1	Employed full-time	54%	Ask Q17
	2	Employed part-time	8%	Ask Q17
	3	Self-employed	8%	Ask Q17
	4	Laid-off/furloughed	0%	Skip to Q28
	5	Not employed, but looking for work	2%	Skip to Q28
	6	Student	6%	Skip to Q28
	7	Homemaker	2%	Skip to Q28
	8	Retired	19%	Skip to Q28
	99	Prefer not to answer	2%	Skip to Q28
<i>Summary of Employment Status September vs One Year from Now (Q4 and Q16)</i>				
	1	Employed Sep & one year from now	61%	
	2	Not employed Sep & one year from now	26%	
	3	Employed Sep, but not one year from now	2%	
	4	Not employed Sep, employed one Year from now	8%	
	5	Refused one or both questions	3%	

Q17		One year from now, how many days per week do you expect to work?	
1	One		1%
2	Two		1%
3	Three		6%
4	Four		11%
5	Five		70%
6	Six		8%
7	Seven		3%
99	Prefer not to answer		0%
Summary of Days Worked per Week, September vs One Year from Now (Q5 and Q17)			
		<i>All Respondents</i>	<i>Respondents Employed in September</i>
1	More days per week one year from now	13%	8%
2	Same days per week one year from now	75%	77%
3	Fewer days per week one year from now	9%	15%
4	Refused one or both questions	3%	0%
Q18		Of the <insert from Q17> days per week you expect to work, how many of these days do you expect to primarily work from home one year from now?	
0	None		51%
1	One		8%
2	Two		11%
3	Three		9%
4	Four		5%
5	Five		14%
6	Six		1%
7	Seven		1%
99	Prefer not to answer		0%

Summary of Days Worked From Home per Week, September vs One Year from Now (Q6 and Q18)			
		All Respondents	Respondents Employed in September
1	More days per week one year from now	13%	13%
2	Same days per week one year from now	76%	74%
3	Fewer days per week one year from now	8%	13%
4	Refused one or both questions	3%	0%
<i>Ask Q19 if number days reported in Q18 is less than Q17.</i>			
Q19	When you commute to a work destination outside of your home one year from now, how will you typically commute to work? <i>If they say they use multiple transportation methods, ask: Which will you use for the longest portion of your commute?</i> <i>If they say drive, car, etc. ask: Will you most often drive by yourself or with other people in the vehicle?</i>		
1	Drive alone (car, truck, SUV, or van)	86%	
2	Carpool (ride together 2 to 4 people)	6%	
3	Vanpool (ride together with 5 to 15 people)	0%	
4	Motorcycle/Moped	1%	
5	E-bike/electric scooter	1%	
6	On-demand rideshare service like Uber or Lyft	1%	
7	Taxi	0%	
Public Transit			
8	Bus	3%	
9	Metrolink/Amtrak rail	0%	
10	Other public transit	0%	
11	Bicycle	1%	
12	Walk/jog/run	0%	
13	Other	1%	
99	Prefer not to answer	0%	
<i>Ask Q20 if Q18<Q6. Otherwise skip to instruction preceding Q22.</i>			
Q20	You indicated that you expect to work <i>fewer</i> days from home a year from now when compared to your current schedule. Is this because you <i>prefer</i> to reduce the number of days you work from home?		
1	Yes	41%	
2	No	56%	
99	Prefer not to answer	2%	

Q21	One year from now, do you expect that your employer will <i>allow</i> you to continue working from home <insert from Q6> days per week?			
	1	Yes	54%	
	2	No	43%	
	99	Prefer not to answer	3%	
<i>Ask Q22 if Q18=Q6. Otherwise skip to instruction preceding Q24.</i>				
Q22	You indicated that you expect to work the <i>same</i> number of days from home one year from now when compared to your current schedule. Is this because you <i>prefer</i> to keep the number of days you work from home the same?			
	1	Yes	61%	
	2	No	33%	
	99	Prefer not to answer	5%	
Q23	Has your employer indicated that - one year from now - employees <i>must</i> work from home at least part of the time?			
	1	Yes	8%	
	2	No	89%	
	99	Prefer not to answer	3%	
<i>Ask Q24 if Q18>Q6. Otherwise skip to instruction preceding Q26</i>				
Q24	You indicated that you expect to work <i>more</i> days from home one year from now when compared to your current schedule. Is this because you <i>prefer</i> to increase the amount of days you work from home?			
	1	Yes	73%	
	2	No	24%	
	99	Prefer not to answer	4%	
Q25	Has your employer indicated that - one year from now - employees <i>must</i> work from home least part of the time?			
	1	Yes	14%	
	2	No	82%	
	99	Prefer not to answer	4%	
<i>Ask Q26 if Q16=(1,2,3). Otherwise skip to Q28.</i>				
Q26	Do you anticipate that you will change employers in the next 12 months?			
	1	Yes	23%	Ask Q27
	2	No	72%	Skip to Q28
	99	Prefer not to answer	6%	Skip to Q28

Q27	What is the main reason why you expect to change employers?	
1	Better pay/salary	41%
2	Better benefits	6%
3	Flexible schedule	10%
4	Want to work from home	8%
5	Changing career	12%
6	Shorter commute	3%
7	Want to relocate to a different area	4%
8	Want to relocate to a more affordable area	3%
9	Current employer may issue layoffs or go out of business	4%
10	<i>Current</i> employer is mandating vaccine	0%
11	I want to work for employer who mandates vaccine	0%
12	Other	8%
99	Prefer not to answer	2%

Section 7: Future Activities

Q28	Thinking ahead to one year from now, approximately how many days in a typical month do you expect to: _____?	Average Days	None	1 to 3	4 to 8	9 to 16	More than 16	Aug < in one year	Aug = in one year	Aug > in one year
	<i>Read in Order</i>									
A	Ride Metrolink or Amtrak rail	0.62	83%	12%	4%	1%	1%	11%	84%	5%
B	Ride a bus	1.22	83%	8%	5%	2%	2%	9%	85%	6%
C	Use an on-demand rideshare service like Uber or Lyft	1.61	59%	25%	14%	2%	1%	20%	67%	13%
D	Carpool with people you don't live with	1.39	72%	14%	9%	4%	1%	15%	74%	11%
E	Vanpool	0.21	94%	3%	2%	0%	0%	4%	94%	2%
F	Ride a bicycle	2.39	68%	11%	12%	5%	4%	19%	75%	6%
G	Drive alone in a vehicle	10.31	30%	15%	14%	12%	30%	18%	29%	53%
H	Purchase products online	5.90	8%	31%	36%	20%	5%	24%	44%	32%
I	Purchase groceries online	1.49	64%	19%	14%	3%	1%	17%	74%	9%
J	Eat a meal at a restaurant	5.47	7%	31%	42%	17%	3%	30%	45%	25%
K	Order food for pick-up from a restaurant	3.65	24%	34%	31%	9%	2%	26%	51%	23%
L	Order food for delivery from a restaurant	2.11	48%	30%	17%	5%	1%	23%	63%	14%

Section 8: Background & Demographics

Thank you so much for your participation. I have just a few background questions for statistical purposes.

D1	In what year were you born? Year recorded and grouped into age categories shown below.	
	18 to 24	13%
	25 to 34	18%
	35 to 44	19%
	45 to 54	19%
	55 to 64	13%
	65 or older	13%
	Prefer not to answer	6%
D2	What is your gender?	
	1 Male	45%
	2 Female	53%
	3 Non-binary	<1%
	99 Prefer not to answer	1%
D3	How would you describe your access to a personal vehicle? Would you say you always have access, sometimes have access, rarely have access, or never have access to a personal vehicle?	
	1 Always	84%
	2 Sometimes	8%
	3 Rarely	2%
	4 Never	4%
	99 Prefer not to answer	2%

D4	Do you rent or own your home?	
	1	Rent 44%
	2	Own 52%
	99	Prefer not to answer 4%
D5	What ethnic group do you consider yourself a part of or feel closest to? <i>Read list if respondent hesitates</i>	
	1	Caucasian/White 38%
	2	Latino/Hispanic 32%
	3	African-American/Black 2%
	4	American Indian or Alaskan Native <1%
	5	Asian -- Korean, Japanese, Chinese, Vietnamese, Filipino or other Asian 20%
	6	Pacific Islander <1%
	7	Middle Eastern 1%
	8	Mixed Heritage 2%
	98	Other <1%
	99	Prefer not to answer 5%
D6	I have just one more question for you for statistical reasons. I am going to read some income categories. Please stop me when I reach the category that best describes your total household income.	
	1	Less than \$25,000 9%
	2	\$25,000 to less than \$50,000 17%
	3	\$50,000 to less than \$75,000 17%
	4	\$75,000 to less than \$100,000 15%
	5	\$100,000 to less than \$150,000 15%
	6	\$150,000 to \$199,999 8%
	7	\$200,000 or more 13%
	98	Not sure 1%
	99	Prefer not to answer 6%
Those are all of the questions that I have for you! Thanks very much for participating.		

Post Interview Items			
S1	Supervisory District		
	1	One	19%
	2	Two	23%
	3	Three	18%
	4	Four	21%
	5	Five	19%

Costa Mesa CMO Community Transportation Needs Assessment Summary Report of Findings

Based on data from a variety of sources, including the 2022 OCTA Employment & Travel Survey, community engagement activities, and other publicly available data sources, we have identified a project area and service model that matches the unique needs of the Costa Mesa community.

Residents and visitors of the community today face limited, expensive, and inflexible transportation options. Auto-focused infrastructure incentivizes high rates of single occupancy vehicle use, leading to congestion and forcing residents to pay more than they can afford to maintain access to a car for essential trips. While COVID-19 dramatically altered travel patterns for a time, and remote work ameliorated some of these concerns from some residents, many of these trends have since reversed, and the fundamental problems remain.

Current Transportation Options Are Insufficient

Costa Mesa is in OCTA's 2nd Supervisorial District, where respondents named Public Transportation and Traffic Congestion as two of the top issues facing the county. Contributing to this concern is the high rate of auto dependence in the community. “Of the 81% of employees who commuted to work in September 2022, 69% indicated they typically drove alone, 5% took public transit, 1% carpooled or vanpooled, 4% used active transportation (walk/run/bike/E-bike), and 2% used a different mode.” (8) Alternative options remain rare, as “use of on-demand rideshare increased from 3% of days to 5%, carpooling with someone they don’t live with stayed the same at 4%, riding a bus increased from 3% of days to 4%, while riding Metrolink or Amtrak increased from 1% of days in August 2021 to 2% in August 2022.” (9)

As Covid-era trends progress, previous travel patterns are returning. “With respect to alternative modes of transportation, the trend back toward pre-pandemic commute patterns was expected to continue when employees were surveyed in 2021. Once the pandemic is over, 5% of employees anticipated that they would typically use public transit for their commute, 4% expected to carpool or vanpool, 2% expected to use active transportation, and 2% other modes. Approximately seven-in-ten employees (69%) anticipated that they would drive alone to work once the pandemic is over, which is approximately 10% less than pre-pandemic due to the higher percentage of employees (18%) who anticipate only working from home and thus will not be commuting.” (23)

While some expected remote work would decrease commuting trips, this has not proven to be the case. “Although respondents in 2021 had anticipated a large decline in the number of days they would drive post-pandemic, the percentage of days respondents drove alone in a vehicle decreased just 2% by August 2022 (from 56% to 54%), use of on-demand rideshare increased from 3% of days to 5%, carpooling with someone they don’t live with stayed the same at 4%, riding a bus increased from 3% of days to 4%, while riding Metrolink or Amtrak increased from 1% of days in August 2021 to 2% in August 2022.” (33)

The persistent need to drive, most often alone, in the community reveals the urgent need for new transportation options. Car ownership is unaffordable, particularly with higher-than-normal gas prices (AAA). New options are necessary to meet community members’ needs and enable a more sustainable transportation system that reduces carbon emissions and improves local air quality.

According to the 2010 Census, 3.4% of people walk to work in Costa Mesa, while 73.8% drive to work in single-occupancy vehicles. (22, Costa Mesa Pedestrian Plan)

A Community Shuttle Service Model Will Meet Community’s Needs

Data shows that residents are demanding new transportation options. The OCTA Long Range Transportation Plan survey showed 55% support for “Creat[ing] local community shuttle services that get people to and around major activity centers,” the most popular choice (<https://www.octa.net/pdf/LRTPBlueSkySurveyInfographic.pdf?n=202202>). A community shuttle option would also help address the most-cited challenge in the survey: “Lack of service close to my home/destination.” As a first-last mile connector, this project would expand the reach of every transit stop in the project area.

“Despite the opportunities available for community members in Costa Mesa to take transit, there are some constraints. Bus ridership is much lower in low-density residential (single-family home) neighborhoods such as Victoria Street, around Mesa Verde, and along E 17th Street near Newport Beach. For certain routes such as the ones along Wilson Street and Harbor Boulevard, transit users must walk a long distance to transfer between routes.” (Costa Mesa Pedestrian Plan, 39). This demonstrates the local need for first/last mile options to support greater transit mode share. This program also supports Goal 4.0 of the Pedestrian Master Plan: Promote a Culture of Walking, particularly by providing “...services that make walking a more convenient transportation mode” (Costa Mesa Pedestrian Master Plan, 65). Costa Mesa’s average to high walkability rating makes this a promising area for improvement (EPA). With an

on-demand option available, residents can more comfortably walk and rely on the service to get home or connect to other transportation options.

The shuttle service also aligns with the safety concerns and needs of the Costa Mesa community. “The highest recorded cause of collisions in Costa Mesa during this time period is Unsafe Speed at 20%, followed by Driving Under Influence at 19% and Auto Right-of-Way Violation at 14%” (LRSP, 17). With the fleet of professionally driven, lower-speed vehicles, the service has a clear speed calming effect. It also provides a safe option for those who may otherwise have driven under the influence. Many of the intersections with the most collisions are included in our project area, giving residents a safe option to traverse these areas.

EXHIBIT E

Phase 2 Application Submissions and Attachments

Entry #: 22 **Status:** Submitted **Submitted:** 8/16/2023 1:13 PM

INTRODUCTION

Welcome to the [Clean Mobility Options Voucher Pilot Project](#) (CMO) Final Application for Mobility Projects. This application is for approved applicants that have been given deemed eligible for Phase 2. Applicants have up to three months to submit this application from the time of their notice to proceed to Phase 2. The Program Administrator will review the application and notify you of the outcome by email. For CMO program information including the Implementation Manual, Application Guide, and supporting resources, please visit www.cleanmobilityoptions.org.

APPLICATION INSTRUCTIONS:

Approved applicants that have successfully completed a Phase 1 application and been deemed eligible must SUBMIT this application ahead of the Phase 2 deadline to finalize and secure voucher funding.

Before beginning the application process, please:

1. Check that you have been approved by the Administrator to submit an application in Phase 2.
2. Ensure the information represented in your Phase 1 application materials are accurate and current. This Phase 2 application here is based on your submission in Phase 1.
3. Confirm you are able and willing to comply with the program's [general provisions](#).

When you are ready to proceed:

1. Complete this application, referring to the companion [Application Guide](#). You may save and return to your application at any time prior to submission. To be accepted, the application must contain all true, accurate, and complete responses in all required fields. Required fields are marked with an asterisk (*).
2. Submit the application **between Wednesday, May 3, 2023** at 9:00 am Pacific Time **and Wednesday, August 16, 2023** at 11:59 pm Pacific Time. Submit this application by returning to your saved application and pressing "SUBMIT" prior to the application deadline.
3. The Program Administrator will notify the primary contact whether the application has been approved for funding.

COMPANION APPLICATION GUIDE:

The [Application Guide](#) is a companion to this application form with tips for answering each question. We recommend that you read the guide before starting the application. "Guidance" links in the application questions below will take you to their corresponding

IMPLEMENTATION MANUAL:

The Application Form (this page) and is derived from the [Implementation Manual](#) (IM). Please see the IM for comprehensive information about eligibility, general provisions, and related information.

ACCESSIBILITY OPTIONS:

Applicants are highly encouraged to submit the application online through this application portal. However, if desired, applicants may request a document-based application by email to application@cleanmobilityoptions.org or by postal mail to:

Clean Mobility Options

c/o CALSTART

48 South Chester Avenue

Pasadena, CA, 91106

Applications received by postal mail will be issued a confirmation receipt via email within 24 hours. Mail-in applications will be timestamped as the day they are mailed (by postmark or receipt at the applicant's choice).

If you have any questions or need assistance, please contact the CMO Application Technical Assistance with your request.

MORE INFORMATION AND SUPPORT:

Technical assistance is available to help complete the application:

- Email: info@cleanmobilityoptions.org
- Phone: (626) 744-5760
- Web: www.cleanmobilityoptions.org/help

sections in the guide to make this resource easy to use as you progress through your application.

SECTION 1. PRIMARY CONTACT INFORMATION

Application Key

MPV23W2A-5G

Section

Individual's Name	Title	Email Address	Phone	Additional Information
Jennifer Rosales	Transportation Services Manager	jennifer.rosales@costa mesaca.gov	(714) 754-5180	

SECTION 2. TEAM AND PROJECT DETAILS

Project Milestone Schedule



[Costa Mesa CMO MPV Project Milestone Schedule.docx](#)
26.7 KB



Additional Narrative (Optional)

SECTION 3. COMMUNITY-BASED ORGANIZATION SUPPORT

Does the Applicant Meet the Criteria to Be Considered a Community-Based Organization (CBO)?

No

Provide Name of an Eligible CBO That Supports The Project

Costa Mesa Chamber of Commerce

Indicate at Least 2 of the Following Traits Which Qualify the Supporting Organization as a CBO*

The organization is place-based, with an explicit geographic focus area that includes the proposed project area., Staff members, volunteers, or Board members reside in the community where the project is located., The organization has a demonstrated track record of at least one year providing services in the proposed project area.

Illustrate that the Statements Checked are True with Brief Examples or Details

The Costa Mesa Chamber of Commerce meets all three traits, qualifying as the third-party CBO for this project. Please reference the attached Letter of Support for more details.

Letter of Support from CBO



[Costa Mesa Chamber Letter of Support for City of Costa Mesa's CMO Phase 2 Application.pdf](#)
0.2 MB



SECTION 4. COMMUNITY ENGAGEMENT ACTIVITIES

Description of Community Outreach Plan

The project team will leverage the relationships and resources of our community partners to reach, engage with, and educate the Costa Mesa community throughout the course of this project, from planning to launch to execution. These organizations include

the Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, the Costa Mesa Alliance for Better Streets (CMABS), and the Costa Mesa Chamber of Commerce, but we plan to loop in additional organizations as these efforts unfold.

This effort builds upon the important work already completed in Costa Mesa, which we previously leveraged to complete our Phase 1 Community Transportation Needs Assessment. Much of this earlier community engagement was completed as part of the Costa Mesa Local Road Safety Plan and Costa Mesa Pedestrian Master Plan, both released in 2022.

Costa Mesa will collaborate with Circuit's experienced in-house marketing team, which has developed numerous marketing initiatives to drive ridership, public engagement, and publicity for the service. Circuit will work with the City to coordinate a consistent message and ensure outreach and promotional materials meet both the City's and CMO's requirements and expectations. The local engagement and marketing strategy to raise awareness of the program will include using a ribbon cutting event, local press, social media, driver/ambassador marketing, digital retargeting and printed assets.

The service's vehicles will all have branding to make them easily identifiable, including decals on front and rear windshields as well as full vehicle wraps when a vehicle is not wrapped with a third party advertisement. As in other markets, Circuit may include distinctive City-branded exterior wraps as well as strategies for local small business engagement.

Once launched, the vehicles and experience will serve as a platform to help generate social media content and help gain recognition from local news outlets for the innovative partnership. We will measure our marketing success based on a number of factors including content engagement, key actions (shares, website visits, app downloads, ride requests thru app, or call), business drop-offs, ridership, repeat ridership, and geographic ridership patterns.

Circuit has experience marketing to residents as well as employees and guests in several nearby and comparable communities. The company runs professional campaigns that generate buzz and has found great success in these as well as local outreach efforts. The service is fun and easy to use, and riders love it and love to share it, generating strong demand, among residents in particular.

Before the launch, Circuit will pitch community-driven stories tied to first/last-mile commuting, affordable public transit, and sustainable living to: employers, organizations, residents and local publications. Costa Mesa and Circuit will geo-target residents who live in the coverage area to generate excitement. We will also reach out to Circuit's existing riders who have ridden in nearby communities and are likely to ride in this area as well.

Circuit will continue media outreach and social media ads throughout the initial launch of the campaign to continue momentum and drive wide-spread awareness. Circuit will continue to post about the City service on social media and email. The marketing team will supply the local operating team with printed marketing materials and digital assets to conduct local outreach and educate residents about how to request a ride.

Circuit has also been very successful in working with local businesses. Circuit's corporate team and teams of Driver Ambassadors help to support and recommend local businesses and have seen great value in cross-promotions. These businesses find great value in a service that helps get customers to and from their business, so Costa Mesa and Circuit will drop information cards and put flyers at local businesses and then, in return, promote these businesses to riders, over social media. This has been a great way to promote ridership and will also promote other local businesses and attractions in the area.

SECTION 5. BUDGET AND FINANCIAL SUSTAINABILITY

Budget Using the CMO Template



[Costa Mesa CMO Budget Aug 2 \(1\).xlsx](#)
59.2 KB



Description of at Least 5 Community Resource Contributions

1.

Category 1: Relationships with project-relevant community groups or CBOs

The City of Costa Mesa has relationships with project-relevant community groups and CBOs, including but not limited to the

Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, and the Costa Mesa Alliance for Better Streets (CMABS).

2.

Category 3: Project-related labor costs (up to 1 year prior to voucher application submission date)

City of Costa Mesa staff time for planning and outreach has been ongoing since January 2023, particularly Jennifer Rosales (Transportation Services Manager, City of Costa Mesa) and Brett Atencio Thomas (Active Transportation Coordinator), who have been involved in the Community Transportation Needs Assessment as well as planning the project and coordinating with other City administrators and elected officials.

3.

Category 4: Project-related labor costs during Voucher Funding Term that are not paid through voucher funds

City staff will provide in-kind services throughout the project providing partnership development, planning, outreach, marketing, and program management. City staff will also serve as a liaison between the target population and Circuit for educational outreach events and leverage existing programs to promote the project.

4.

Category 5: Project-related materials or assets

City staff will provide materials or assets for outreach and education, including web platforms and newsletters.

5.

Category 7: Energy or fuel costs during the Voucher Funding Term (electricity or hydrogen) and

Category 8: Donated or acquired land for infrastructure or parking spaces

City will provide 3 parking spots where the EVs will be stored and charged. City will also provide the electricity. (Installation of charging infrastructure is budgeted separately.)

[ADDITIONAL]

Category 1: Relationships with project-relevant community groups or CBOs

The Costa Mesa Chamber of Commerce has relationships with project-relevant community groups, local businesses, and CBOs. Their engaged constituents will be important partners for education and outreach as the project progresses.

Documentation of Community Resource Contributions is included in the attached letters of support and commitment.

Documentation of Community Resource Contributions

 [Letter of Commitment Costa Mesa.pdf](#) 0.4 MB 

 [Costa Mesa Chamber Letter of Support for City of Costa Mesa's CMO Phase 2 Application.pdf](#) 0.2 MB 

Description of Plans to Sustain the Service for at Least the 5-Year Voucher Agreement Term

Costa Mesa and Circuit are confident that this proposal will ensure continuity of service through the 5 year term and beyond. Advertising and fare revenue from the earlier years of the program will be saved to fund later-year operations, and we will continue pursuing additional grants to fund future years and expanded operations.

The project team has spoken with and identified many interested funding partners and will use this program to showcase effectiveness, utilization, and low Cost Per Rider metrics. The CMO grant is critical to get these services up and running and will allow the City and Circuit to build a system, userbase and the case studies needed to secure long-term partners.

Our strategy is to build a successful program with this funding and use the fare and advertising dollars that are collected to build a sustainable budget for the service via a revenue share. During the program the City and Circuit will work with a number of long-term funding partners ranging from local grant opportunities, City budgets, local transit agencies and/or local development groups and housing authorities. Before the end of the program we will have new funding partners to help fund, build and expand

the program. If these funding partners are not able to take over the entire cost of the program and/or they require a match component (if it's a grant, for example), then the services will already have a partial safety budget in reserve. Circuit has used pilots to win contracts in the past and this strategy, with the added component of a safety budget, is one that we are confident in.

More specifically, the project team is currently in discussions with the Orange County Transportation Authority (OCTA) about an upcoming Call for Projects for Project V: Community Based Transit/Circulators.

Circuit Funding Models — SoCal and Across the Country

* Transportation Customers - Circuit has had success securing long-term contracts with a number of partners. There is evidence of partnerships with Cities for Parking, Congestion and First/Last Mile issues, Private Rail Operators for First/Last-Mile Connections, Hotels & Malls for Visitors and workers, Office Parks for commuters, and more. Circuit has already begun researching potential funding partners after the program and will accelerate these efforts and provide case studies throughout the program, if successful.

* Advertising Partners - Circuit has been successful in securing advertising partners to cover a portion of, and in some cases all of the costs of its services. We have worked with over 200 brands, with a significant pipeline of open opportunities. As much as \$8.6B gets spent on outdoor media annually in the US and Southern California is one of the biggest outdoor media markets in the country. Past advertising partners and sponsors include: American Express, Brightline, Coca Cola, JetBlue, Zen Water, Smart Water, Perrier, Ting, Vita Coco, Chameleon Coffee, Ralph Lauren, Mr Porter, Stop and Shop, Publix, SD Federal Credit Union small and medium sized local businesses. Circuit's Advertising team will include these locations in all of its requests from partners. Circuit will cover all of the staff costs associated with securing advertising partners for the program.

* Fares - In 2020 Circuit implemented a low-cost fare model in one of its Florida markets. The \$0 service moved to \$3 and Circuit saw the total ridership for its services continue to grow, despite the increase. Upon further investigation, Circuit learned that the lack of impact on demand caused by the fare was largely due to the large increase in TNC prices in the area. In this example, the average TNC fare was over 4X higher, for rides starting and ending in the area. Shortly after, the City of Hollywood, FL, asked that Circuit implement a \$1 fare for its services. Again, ridership continued to grow, but the drivers reported that there were fewer cancellations, which ultimately led to a more efficient service overall.

In summary, our strategy will be to set up and build a great program that will provide a valuable service to the community. During that time, we will be charging riders a small fare (with the eye on remaining the least expensive way to move around the areas, and with a discount fare strategy) and will work with local, regional and national businesses to generate sponsorship dollars for the service. A portion of all of these revenues will be used towards funding future years, while Costa Mesa and Circuit are also in the process of securing Transportation Partnerships.

Description of Plans to Ensure Vehicles and Equipment Continue to Serve the Community if Operations Discontinue after the 5-Year Agreement Term

Costa Mesa will utilize a turn-key mobility provider, Circuit, which owns all vehicles and equipment. This ensures that CMO funding will only need to pay for the use of these resources during the years of the grant term. Circuit assumes the financial risk if operations discontinue after 5 years and would likely repurpose the equipment for another program.

Additional Budget and Financial Sustainability Documentation (Optional)

SECTION 6. SUPPORTING DOCUMENTS

Letter(s) of Commitment from Each Sub-Applicant and Project Partner (Required if Relevant)



[Circuit Letter of Commitment Costa Mesa.pdf](#)
0.1 MB



Additional Supporting Documents (Optional)

SECTION 7. ATTESTATIONS AND SIGNATURE

Signature

Signature Date

8/15/2023



Signed by

Jennifer Rosales

Upload Signature (as needed)



CALSTART
Attn: Clean Mobility Options
48 So. Chester Avenue
Pasadena, CA 91106

Re: City of Costa Mesa's CMO Phase 2 Application

Active for over 70 years, the Costa Mesa Chamber of Commerce has been dedicated to fostering a thriving business environment and enhancing the quality of life for our local community. Our primary objective is to create an exceptional place for businesses to flourish and ensure that we substantially impact the community we serve. The Circuit Costa Mesa project will bring much-needed mobility options to our City, connecting historically disadvantaged communities more equitably with jobs and resources. The community shuttle will advance both sustainability and economic development goals.

The Costa Mesa Chamber of Commerce is proud to support the City of Costa Mesa's CMO Phase 2 application and looks forward to participating as the Community-Based Organization associated with the Circuit Costa Mesa project. This letter certifies that the Costa Mesa Chamber meets the criteria necessary to serve as the CBO partner:

- The organization is place-based, with an explicit geographic focus area that includes the proposed project area;
- Staff members, volunteers, or board members reside in the community where the project is located;
- The organization has a demonstrated track record of at least one year of providing services in the proposed project area.

The Chamber also looks forward to partnering with the City and other local stakeholders to ensure the Circuit Costa Mesa program is a success. Our efforts on this project may also constitute Community Resource Contributions, in the form of relationships with project-relevant community groups and outreach and marketing.

The Chamber appreciates CMO's consideration of the City of Costa Mesa's grant application and welcomes any questions that you may have.

Sincerely,



David Haithcock

President and CEO

CMO PROJECT MILESTONE SCHEDULE

PURPOSE: The **Project Milestone Schedule** is a tool to help you know when you need to meet CMO program milestones and to think about the timing and sequence of the project milestones your project needs to have in place to have your project be successful. **This template will be included in your voucher agreement** and will help to track progress towards your project plan. *Your project milestone schedule can be modified and updated over the voucher agreement term.*

INSTRUCTIONS: To complete your Project Milestone Schedule, fill out the template below. Items marked **RED** are requirements, and items color-coded **BLUE** are for you to modify:

1. Mark the **milestone number (Column A)**, **description of the milestone to achieve (Column B)**, and the **month number (Column C)** in which you plan to achieve the milestone over the 5-year voucher agreement term, starting with Voucher Execution (0 month). Please leave Calendar Date (Column D) blank. You can insert actual calendar dates (Column D) after your voucher has been executed.
2. Add in milestones and details for your project that are other additional steps critical to achieving launch within 15 months from project kick-off meeting.
3. Add/modify rows to this template, as appropriate, based on your project plan. At a minimum, you may use this template as your project milestone schedule, but you are encouraged to modify this template to suit your project.
4. Include work start dates as individual milestones for sub-contractors and other partners.

NOTE 1: **Key CMO Program Requirements with deadlines are already in the template;** you may meet these deadlines sooner than listed, but no later than those listed in order for you to meet the project launch deadline of within 1 year of voucher execution.

NOTE 2: Quarterly status reporting and payment reimbursements templates will be distributed to awardees at a later date, and are intended as opportunities to reflect the progress made on each of the project milestones.

DEADLINE: **Submit your completed Project Milestone Schedule to:** admin@cleanmobilityoptions.org in Word or Excel Format **PRIOR TO VOUCHER EXECUTION** in order to include in your voucher agreement.

Costa Mesa			
PROJECT MILESTONE SCHEDULE OVER 5-YEAR MOBILITY PROJECT VOUCHER TERM			
A. MILESTONE NUMBER	B. DESCRIPTION OF MILESTONE TO BE ACHIEVED	C. MONTH NUMBER ACHIEVED	D. CALENDAR DATE [ADD AFTER VOUCHER EXECUTION]
Voucher Agreement Execution – COMPLIANCE			
1	Voucher agreement executed.	0 months	[Input AFTER Voucher executed]

CMO PROJECT MILESTONE SCHEDULE

2	Project Kick-Off Meeting: Project must be deemed insurance compliant by the Program Administrator.	60 days (Program Requirement)	[Input AFTER Voucher executed]
3	Secure contract with a Mobility Provider. Provider: Circuit Provide proof of contract to the Program Administrator that a mobility provider is secured and under contract.	3 months (Program Requirement)	[Input AFTER Voucher executed]
1st Funding Year - PLANNING ([Kick-off meeting date] - 15 months) (Launch is required by 15th month)			
4	Acquire all planned CMO-funded vehicles and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
5	Complete final installation of all planned CMO-funded infrastructure and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
6	Soft-launch Launch mobility service. Intended users of the service start using the service (if services have not already been launched).	15 months (Program Requirement)	[Input AFTER Voucher executed]
7	Implement Develop and implement Launch Marketing Plan, <u>including official launch with launch event.</u>	3-4 months	
8	Institute regular schedule of project team meetings and community engagement	0-4 months	
2nd Funding Year - OPERATION YEAR 1			
9	Continue operating mobility service in compliance with CMO T&Cs.	15 -24 months (Program Requirement)	[Input AFTER Voucher executed]
10	Service kick-off with launch event [deleted]	4 months	
11	Community Outreach & Engagement (ongoing)	0-24 months	
12	Sell and execute third party advertising campaigns on vehicles (ongoing)	0-24 months	
13	Explore additional funding to sustain or expand	4-24 months	

CMO PROJECT MILESTONE SCHEDULE

	program		
3rd Funding Year - OPERATION YEAR 2			
14	Continue operating mobility service in compliance with CMO T&Cs	25 -36 months (Program Requirement)	[Input AFTER Voucher executed]
15	Community Outreach & Engagement (ongoing)	25-36 months	
16	Sell and execute third party advertising campaigns on vehicles (ongoing)	25-36 months	
17	Explore and/or secure additional funding to sustain or expand program	25-36 months	
4th Voucher Year - OPERATION YEAR 3			
18	Continue operating mobility service in compliance with CMO T&Cs.	37 -48 months (Program Requirement)	[Input AFTER Voucher executed]
19	Sell and execute third party advertising campaigns on vehicles (ongoing)	37-48 months	[Input AFTER Voucher executed]
20	Community Outreach & Engagement (ongoing)	37-48 months	[Input AFTER Voucher executed]
21	Explore and/or secure additional funding to sustain or expand program	37-48 months	
5th Voucher Year (Only CMO Admin Funding) - OPERATION YEAR 4			
22	Continue operating mobility service in compliance with CMO T&Cs.	49 -60 months (Program Requirement)	[Input AFTER Voucher executed]
23	Sell and execute third party advertising campaigns on vehicles (ongoing)	49-60 months	
24	Community Outreach & Engagement (ongoing)	49-60 months	[Input AFTER Voucher executed]
25	[Add additional rows as needed.] [deleted]	49-60 months	[Input AFTER Voucher executed]

CMO PROJECT MILESTONE SCHEDULE

<u>2526</u>	Voucher Agreement Term Ends.	60 months	[Input AFTER Voucher executed]
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1. List of CBOs or community groups

Category 1: Relationships with project-relevant community groups or CBOs

The City of Costa Mesa has relationships with project-relevant community groups and CBOs, including but not limited to the Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, and the Costa Mesa Alliance for Better Streets (CMABS).

2. Task description / duty statements

Category 3: Project-related labor costs (up to 1 year prior to voucher application submission date)

City of Costa Mesa staff time for planning and outreach has been ongoing since January 2023, particularly Jennifer Rosales (Transportation Services Manager, City of Costa Mesa) and Brett Atencio Thomas (Active Transportation Coordinator), who have been involved in the Community Transportation Needs Assessment as well as planning the project and coordinating with other City administrators and elected officials.

3. Task description / duty statements

Category 4: Project-related labor costs during Voucher Funding Term that are not paid through voucher funds

City staff will provide in-kind services throughout the project providing partnership development, planning, outreach, marketing, and program management. City staff will also serve as a liaison between the target population and Circuit for educational outreach events and leverage existing programs to promote the project.

4. Letter of commitment

Category 5: Project-related materials or assets

City staff will provide materials or assets for outreach and education, including web platforms and newsletters.

5.

Category 7: Energy or fuel costs during the Voucher Funding Term (electricity or hydrogen) and

- Is the city supplying this?

Category 8: Donated or acquired land for infrastructure or parking spaces

City will provide 3 parking spots where the EVs will be stored and charged. City will also provide the electricity. (Installation of charging infrastructure is budgeted separately.)

[ADDITIONAL]

Category 1: Relationships with project-relevant community groups or CBOs

The Costa Mesa Chamber of Commerce has relationships with project-relevant community groups, local businesses, and CBOs. Their engaged constituents will be important partners for education and outreach as the project progresses.

Documentation of Community Resource Contributions is included in the attached letters of support and commitment.

Mobility Provider Voucher Budget Worksheet

Instructions: Use this budget worksheet to specify items needed for individual expense categories. Enter data in blue cells. Do not enter data in grey or white cells. Add rows as necessary. The entire sheet is "unlocked" and it is the applicant's responsibility to ensure that subtotals and calculations are accurate. Voucher amounts and category totals must comply with allowable voucher amounts in the Implementation Manual. For any contributed resource contributions to meet the 5-year Voucher Agreement Term, indicate monetary assets under "Community Resource Contributions". It is recommended that applicants additionally complete the optional "Category Eligibility Check Worksheet" in the table below to ensure that they meet eligibility requirements for categories that have minimum and maximum requirements. Please note that administrative activities can be reimbursed during the last year of your voucher agreement (Year 4 of Service Operation), this includes insurance compliance, activities associated with payment request submissions, data reporting, printing, record retention, and mailing.

Section 1: Project Components		Section 2: Voucher Budget							
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request			Annual Budget Breakdown Up to Year 3 of Service Operation Period				Annual Budget Breakdown for Year 4 of Service Operation (Administrative Expenses Only)
		(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)	(j) Year 4 of Service Operation (\$)
Direct Labor (Fringe Benefits & Indirect Costs included)									
Voucher Administration	City of Costa Mesa Staff Time	\$40.00	356	\$14,230	\$2,035	\$4,065	\$4,065	\$4,065	
				0					
				0					
Planning				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Travel/Mileage									
Voucher Administration	CMEA Attendance	\$775/year	2 yrs	\$1,550		\$775	\$775		
	CMEA Travel	\$725/year	2 yrs	\$1,450		\$725	\$725		
Planning Costs				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Equipment/Capital Costs (LEAD Only)									
Motor Vehicles and Associated Hardware				0					
				0					
Bicycles and Scooters				0					
				0					

Optional: Category Eligibility Check Worksheet

Instructions: Calculate sums in "Category Total" and "Applicable Denominator" Columns. User may need to adjust example formula if additional rows were manually inserted above.

Cost Category	Eligibility Requirement Summary (See Implementation Manual for Details)	Category Total	Applicable Denominator	Percentage	Conforms to Eligibility Requirement?
Bicycle/Scooter Infrastructure and Installation	Maximum of 300% of amount of electric bicycle/scooter vehicles or 200% of amount of non-electric bicycle/scooter vehicles amount				
Additional Transportation Enhancements	Maximum of 25% of total voucher amount				

Notes:



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

CALSTART

Attn: Clean Mobility Options
48 So. Chester Avenue
Pasadena, CA 91106

Re: Clean Mobility Options Phase 2 Application, Costa Mesa

On behalf of the City of Costa Mesa, we would like to express our commitment and support for a neighborhood electric vehicle (NEV) shuttle program led by the City of Costa Mesa in the California Air Resource Board's Clean Mobility Options Voucher Pilot Program (CMO). This CMO project will increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions (GHG) and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities. The City of Costa Mesa will lead this program with our support in efforts to create cleaner, greener, more thriving communities.

The City of Costa Mesa is partnering with Circuit to provide an on-demand community shuttle service. Circuit is an experienced mobility operator with over 11 years of experience operating similar services.

If funded through the CMO Voucher program, the City of Costa Mesa is prepared to play the following role:

- Provide project-related labor costs during Voucher Funding Term that are not paid through voucher funds.
- Provide project-related materials or assets for outreach and education, including web platforms and newsletters.
- Provide energy during the Voucher Funding Term (electricity).
- Provide designated parking spaces for the all-electric community shuttles.
- Provide relationships with project-relevant community groups and CBOs.

We are excited about the opportunity to work with the outstanding team to deliver a program that improves access to clean mobility. We greatly appreciate your consideration in reviewing this commitment letter that will contribute to the State's ambitious climate change goals. If you have any questions, feel free to contact me at jennifer.rosales@costamesaca.gov or 714-754-5343.

Sincerely,

Jennifer Rosales
Transportation Services Manager



Circuit Transit, Inc.
www.ridecircuit.com

CALSTART
Attn: Clean Mobility Options
48 So. Chester Avenue
Pasadena, CA 91106

Re: Clean Mobility Options Phase 2 Application, Costa Mesa

On behalf of Circuit Transit Inc, we would like to express our commitment to serving as the **Mobility Operator and Sub-Applicant for a neighborhood electric vehicle (NEV) shuttle program** led by **the City of Costa Mesa** in the California Air Resource Board's Clean Mobility Options Voucher Pilot Program (CMO). This CMO project will increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions (GHG) and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities. The City of Costa Mesa will lead this program with our support in efforts to create cleaner, greener, more thriving communities.

Circuit is an all-electric shuttle service provider focusing on the first/last mile gap. From its beginning in 2011, Circuit has grown to more than 200 all-electric vehicles and 400+ W2 employee drivers nationally. Circuit has nearby operations in San Diego, Orange County, and Los Angeles, including previous CMO programs like the Chula Vista Community Shuttle. Circuit provides all electric solutions that help move people in small areas and bridge gaps between riders and existing transit hubs. Circuit's goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative cities, private developers and forward-thinking advertising partners to offer electric shuttles that make mobility easier, smarter, safer, more affordable, and fun.

Circuit is partnering with Costa Mesa to provide an on-demand community shuttle service. Circuit is an experienced mobility operator with over 11 years of experience operating similar services. If funded through the CMO Voucher program, Circuit is prepared to play the following role:

- Operating and maintaining an all-electric community shuttle service
- Supporting marketing and outreach efforts and participating in community outreach events
- Providing monthly data reporting on community shuttle service performance

Furthermore, Circuit will further make available its existing marketing and promotional materials to help promote the service and educate riders about using the service.



We are excited about the opportunity to work with the outstanding team to deliver a program that improves access to clean mobility. We greatly appreciate your consideration in reviewing this commitment letter that will contribute to the State's ambitious climate change goals. If you have any questions, feel free to contact Daniel Kramer directly at: daniel@ridecircuit.com or 562-252-6680.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexander Esposito", written in a cursive style.

Alexander Esposito, CEO
Circuit Transit Inc.
alex@ridecircuit.com
516-446-8513

Daniel S. Kramer

Daniel Kramer, Director of Operations & New Business
Circuit Transit Inc.
daniel@ridecircuit.com
562-252-6680

Re: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Mateo Henderson <mhenderson@calstart.org>

Thu 10/5/2023 10:20 AM

To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>

Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>; Perry Holmes <perry.holmes@ridecircuit.com>

Hi Jennifer and it was great meeting you too.

I have reviewed your answers and there are no further clarifications needed. The next step is to finalize the review and send out a Notice of Intent to Award in the upcoming week.

From: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>

Sent: Wednesday, October 4, 2023 3:26 PM

To: Mateo Henderson <mhenderson@calstart.org>

Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>; Perry Holmes <perry.holmes@ridecircuit.com>

Subject: RE: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Mateo,

It was great to meet you yesterday. Please see responses below to the two questions. If you have any other questions, then please let me know.

Thank you,
Jennifer

Jennifer Rosales, P.E., PTOE

Transportation Services Manager

City of Costa Mesa

714-754-5180

JENNIFER.ROSALES@costamesaca.gov

~ The City of Costa Mesa serves our residents, businesses and visitors while promoting a safe, inclusive and vibrant community ~

CONFIDENTIALITY NOTICE: This e-mail contains business-confidential information. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distribution, electronic storage or use of this communication is prohibited. If you received this communication in error, please notify us immediately by e-mail, attaching the original message, and delete the original message from your computer, and any network to which your computer is connected. Thank you.

Costa Mesa is launching a new permit and license processing system called TESSA in August. TESSA will replace our existing system and all land use, building and business license applications currently in process will be transferred to the new system. To learn more about TESSA, visit our FAQ page at <https://www.costamesaca.gov/tessa>.

From: Mateo Henderson <mhenderson@calstart.org>

Sent: Monday, October 2, 2023 2:13 PM

To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org; Perry Holmes <perry.holmes@ridecircuit.com>
Subject: Re: CLARIFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Jennifer and thank you for following up with clarifications.

I have reviewed your input, and the clarifications are sufficient. A couple of items to note:

1. There is not cost attributed to Administration during Year 4 of Service Operations, so does the City of Costa Mesa plan on supporting these Admin Costs such as CMEA and Insurance during this period? If not, please add values to this section of the budget. **Correct; the City is not requesting support for these admin costs during year 4 (period after year 3).**
2. On the budget worksheet under Community Resource Contribution section, there are no values, is this correct? If there are values, please add them to this section. **Correct.**

From: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Sent: Monday, October 2, 2023 11:41 AM
To: Mateo Henderson <mhenderson@calstart.org>
Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>; Perry Holmes <perry.holmes@ridecircuit.com>
Subject: FW: CLARIFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Mateo,

Please see attached and responses below for our application and let me know if you need any additional information.

Please confirm receipt of our responses.

Thank you!
Jennifer

Travel Expenses Related to CMEA: In your Phase 2 application, we have noted a budget allocation of up to \$5,000 for travel expenses associated with the CMEA. To maintain proper accounting, please ensure that these expenses are appropriately categorized under "Travel/Mileage."

Please see updated budget with travel expenses reflected under "Travel/Mileage" section.

Non CMO Funds Allocation: We understand that the non-CMO funds are earmarked for operation years 4 and 5. Kindly confirm that these funds will be applied as intended and clarify their specific use within the project during these years.

To sustain the service for the 4th and 5th year of the voucher term (and beyond), advertising and fare revenue from the earlier years of the program will be saved to fund later-year operations, and we will continue pursuing additional grants to fund future years and expanded operations. As described in our Phase 2 application, we plan to pursue a wide range of funding sources that may be available to the City, but are specifically planning for the upcoming Orange County Transportation Authority (OCTA) Call for Projects for [Project V: Community Based Transit/Circulators](#).

Milestone Schedule - Row 25: Regarding the Milestone Schedule, please provide clarification on whether you intend to delete or add a description in row 25. Any updates or modifications in this row will help us better understand your project's timeline.

Row 25 was intended for deletion. If there are additional details about any project milestones that would help CMO better understand the project's timeline, we are happy to elaborate.

Service Kickoff Timing: We've noted that the City of Costa Mesa may intend to initiate the service kickoff with a launch event in year 1 of operations, but in the milestone schedule the operations start before the launch. A suggestion would be to have a launch event to kick off before operations. We kindly request clarification on the timing and details of this event to ensure alignment with the project's timeline.

Please find attached an updated Project Milestone Schedule which should better clarify our project timeline. We plan to launch in year 1 with a "soft launch" to ensure operations are running smoothly, followed by a launch event and official launch 1-2 weeks later. The City understands that this method has been successful in the past with similar services our peer cities have launched with Circuit.

Clarification on \$503,432 of Non CMO Funds: To accurately assess the financial aspects of your project, could you provide a detailed breakdown and clarification regarding the \$503,432 in non-CMO funds? Specifically, we would like to understand if these funds originate from the City of Costa Mesa's resource contribution, covering project-related labor costs during the Voucher Funding Term that are not paid through voucher funds.

The \$503,432 figure in that line item (cell I34) was duplicated from the row above (cell I33) and should read n/a. This is reflected in the updated budget document.

Jennifer Rosales, P.E., PTOE
Transportation Services Manager
City of Costa Mesa
714-754-5180
JENNIFER.ROSALES@costamesaca.gov

~ The City of Costa Mesa serves our residents, businesses and visitors while promoting a safe, inclusive and vibrant community ~

CONFIDENTIALITY NOTICE: This e-mail contains business-confidential information. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distribution, electronic storage or use of this communication is prohibited. If you received this communication in error, please notify us immediately by e-mail, attaching the original message, and delete the original message from your computer, and any network to which your computer is connected. Thank you.

Costa Mesa is launching a new permit and license processing system called TESSA in August. TESSA will replace our existing system and all land use, building and business license applications currently in process will be transferred to the new system. To learn more about TESSA, visit our FAQ page at <https://www.costamesaca.gov/tessa>.

From: Mateo Henderson <mhenderson@calstart.org>
Sent: Tuesday, September 26, 2023 10:01 AM
To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org
Subject: Re: CLARIFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Jennifer,

We hope your day is going well. We are reaching out to seek clarification for the Phase 2 MPV application. Your input is crucial to finalize the application process.

Please provide these clarifications at your earliest convenience. If you have any questions or need further information, feel free to reach out via email. Alternatively, we can schedule a Teams meeting to discuss any additional clarifications required.

Your prompt response is greatly appreciated as we work towards completing the application review

From: Mateo Henderson <mhenderson@calstart.org>
Sent: Friday, September 22, 2023 9:04 AM
To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>
Subject: Re: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Thank you Jennifer and let me know if you have any questions.

From: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Sent: Thursday, September 21, 2023 4:52 PM
To: Mateo Henderson <mhenderson@calstart.org>
Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>
Subject: RE: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Mateo,
Thank you for your email. We are reviewing your email and will be providing clarification on our CMO Phase 2 application.

Thanks,
Jennifer

Jennifer Rosales, P.E., PTOE
Transportation Services Manager
City of Costa Mesa
714-754-5180
JENNIFER.ROSALES@costamesaca.gov

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From: Mateo Henderson <mhenderson@calstart.org>
Sent: Thursday, September 21, 2023 3:09 PM
To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org
Subject: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Jennifer,

I hope this message finds you well and now that you have returned to the office, I want to bring to the front of your email the need for clarification on the CMO Phase 2 application . We greatly appreciate your prompt submission of the MPV Phase 2 application. To ensure the accuracy and completeness of your application, we kindly request clarification on several key aspects:

Travel Expenses Related to CMEA: In your Phase 2 application, we have noted a budget allocation of up to \$5,000 for travel expenses associated with the CMEA. To maintain proper accounting, please ensure that these expenses are appropriately categorized under "Travel/Mileage."

Non CMO Funds Allocation: We understand that the non-CMO funds are earmarked for operation years 4 and 5. Kindly confirm that these funds will be applied as intended and clarify their specific use within the project during these years.

Milestone Schedule - Row 25: Regarding the Milestone Schedule, please provide clarification on whether you intend to delete or add a description in row 25. Any updates or modifications in this row will help us better understand your project's timeline.

Service Kickoff Timing: We've noted that the City of Costa Mesa may intend to initiate the service kickoff with a launch event in year 1 of operations, but in the milestone schedule the operations start before the launch. A suggestion would be to have a launch event to kick off before operations. We kindly request clarification on the timing and details of this event to ensure alignment with the project's timeline.

Clarification on \$503,432 of Non CMO Funds: To accurately assess the financial aspects of your project, could you provide a detailed breakdown and clarification regarding the \$503,432 in non-CMO funds? Specifically, we would like to understand if these funds originate from the City of Costa Mesa's resource contribution, covering project-related labor costs during the Voucher Funding Term that are not paid through voucher funds.

Your timely attention to these matters is greatly appreciated, as it will facilitate the efficient processing of your Phase 2 application. If you have any questions or require further clarification on any of these points, please feel free to reach out to us.

Thank you for your clarifications, and we look forward to receiving the necessary information to proceed with your application.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

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**Request
Certificate**

<i>Initial Filing Date</i>	08/26/2019
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	FLORIDA
<i>Entity Type</i>	Stock Corporation - Out of State - Stock
<i>Principal Address</i>	777 S FLAGLER DR, SUITE 800W WEST PALM BEACH, FL 33401
<i>Mailing Address</i>	777 S FLAGLER DR, SUITE 800W WEST PALM BEACH, FL33401
<i>Statement of Info Due Date</i>	08/31/2023
<i>Agent</i>	Individual DANIEL KRAMER 233 ARGONNE AVE, APT 3 LONG BEACH, CA 90803

**View History****Request Access**

EXHIBIT F

Approved Resolution

RESOLUTION NO. 2024-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA
APPROVING PARTICIPATION IN THE CLEAN MOBILITY OPTIONS VOUCHER
PILOT PROGRAM**

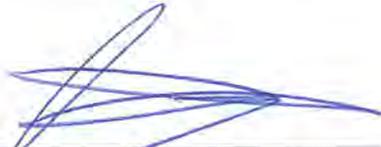
WHEREAS, the City of Costa Mesa, as Lead Applicant, submitted a Mobility Project Voucher Application on August 16, 2023, for the Clean Mobility Options Voucher Pilot Program (CMO). The application submitted was for On-Demand Neighborhood Electric Vehicle Transit Services with Circuit Transit, Inc. (Circuit Costa Mesa) in Costa Mesa;

WHEREAS, the City Council of the City of Costa Mesa is eligible to receive funding through CMO, a statewide initiative funded by California Climate Investments and administered by California Air Resource Board and CALSTART to provide funding for zero-emission shared mobility options to under-resourced communities in California;

WHEREAS, the City of Costa Mesa will comply with the requirements of the program in accordance with the Voucher Agreement between CALSTART and the City of Costa Mesa; and will accept the CMO voucher funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa, authorize the Mayor, or designee, to execute the approval of CMO voucher funds, reiterate CMO program commitment, and compliance with CMO program requirements to the CMO Program Administrator Team.

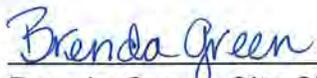
PASSED AND ADOPTED this 16th day of January, 2024.



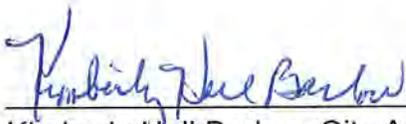
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:



Brenda Green, City Clerk



Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2024-01 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 16th day of January, 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS: CHAVEZ, GAMEROS, MARR, REYNOLDS, HARLAN,
AND STEPHENS.

NOES: COUNCIL MEMBERS: NONE.

ABSENT: COUNCIL MEMBERS: HARPER.

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 17th day of January, 2024.



Brenda Green, City Clerk

EXHIBIT G

Conflict of Interest Declaration

Clean Mobility Voucher Pilot Program: CONFLICT OF INTEREST DECLARATION

The awardee must disclose any Conflict of Interest with their ability to fulfill the duties of the Clean Mobility Voucher Pilot Program Voucher Agreement (Voucher Agreement). Please summarize all of your organization's or any subcontractor's/project partner's direct or indirect interests which may pose an actual, apparent, or potential conflict of interest with your ability to fulfill the duties of the Voucher Agreement. Please note that a potential or actual conflict of interest exists when commitments and obligations under the Voucher Agreement are likely to be compromised by the awardee's or any subcontractor's/project partner's other interests (including but not limited to financial interests), or relationships, particularly if those interests or commitments are not disclosed. The Program Administrator may consider the nature and extent of any potential or apparent conflict of interest in reviewing, considering, or processing the voucher application or voucher implementation activities, and may disqualify the awardee/voucher recipient at the Program Administrator's sole discretion.

Please describe below any interests (including but not limited to financial interests), relationships, or positions you or any of your organization's or subcontractor's/project partner's hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

To my knowledge, my organization/ subcontractor/ project partner does not have a Conflict of Interest to disclose.

My organization/ subcontractor/ project partner has a Conflict of Interest to disclose and I have included the appropriate documentation.

Signature of Responsible Party

Date

Typed Name of Responsible Party

Typed Name of Organization

EXHIBIT H

Confidentiality Agreement

Clean Mobility Voucher Pilot Program
CONFIDENTIALITY STATEMENT

As an authorized representative and/or officer of the organization named below, I warrant my organization and its employees will not disclose and will keep confidential any documents, diagrams, Personally Identifiable Information (see next page for the definition of PII), and information storage media (i.e., databases, cloud storage, etc.) made available to us by the State, the Program Administrator, or community members for the purpose of implementing the Clean Mobility Voucher Pilot Program Voucher Agreement (Voucher Agreement) or in conjunction with any sub-contract agreement arising there from. No obligations in this Confidentiality Statement, however, prevents me or another representative of the organization named below from producing documents or information that are legally compelled under applicable law, including but not limited to a valid subpoena or California Public Records Act Request. If the Awardee believes disclosure may be required under the California Public Records Act or other law, the Awardee shall first give the State and Program Administrator written notice of the intent to disclose plus fourteen (14) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.

I warrant that only those employees who are authorized and required to use such materials will have access to them and that they will sign confidentiality statements at least as restrictive as this one applicable to the organization named below.

I further warrant that all PII provided by the State, the Program Administrator or community members in conjunction with the Voucher Agreement will be physically and/or electronically destroyed once the information is no longer necessary for the implementation to meet the Voucher Agreement requirements. I will include a letter attesting to documenting the destruction of such PII to the Program Administrator as part of the completion of the project milestones. Failure to so comply will subject this organization to potential liability, including all damages to the State and third parties. I authorize the State and Program Administrator to inspect and verify compliance with this statement.

Signature of Responsible Party

Date

Typed Name of Responsible Party

Typed Name of Organization

For purposes of this confidentiality statement, Personally Identifiable Information (PII) includes but is not limited to an individual's:

- Social Security number
- Driver license or state-issued ID number
- Military ID number
- Passport number
- Credit card (or debit card) number, CVV2, and expiration date
- Financial account numbers (with or without access codes or passwords)
- Customer account numbers
- Unlisted telephone numbers
- Date or place of birth
- Mother's maiden name
- PINs or passwords
- Password challenge question responses
- Account balances or histories
- Wage & salary information
- Tax filing status
- Biometric data that can be used to identify an individual, including finger or voice prints
- Digital or physical copies of handwritten signature
- E-mail addresses
- Medical record numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Medical histories
- National or ethnic origin
- Religious affiliation(s)
- Physical characteristics (height, weight, hair color, eye color, etc.)
- Insurance policy numbers
- Credit or payment history data
- Full face photographic images and any comparable images
- Certificate/license numbers
- Internet Protocol (IP) address numbers
- Geolocation or physical address

Clean Mobility Voucher Pilot Program
CONFIDENTIALITY AGREEMENT

Failure to comply and return this attachment will cause your voucher agreement to be cancelled. **Each key staff must read, agree, sign, date and submit this completed form (attach additional copies as needed).**

The undersigned agrees to:

1. Observe complete confidentiality with respect to California Air Resources Board (CARB or State), Program Administrator, or Personally Identifiable Information (see next page for definition of PII) from community members, including without limitation, agreeing not to disclose or otherwise permit access to such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program by any person or entity in any manner unless such disclosure is required by law or legal process.
2. Acknowledge the confidential nature of such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program and understand and agree that I am prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
3. Not use or sell such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program or any part thereof in the performance of services to others or for the benefit of any person or entity in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this agreement.
4. Notify the State and Program Administrator promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program or any part thereof, by any person other than those authorized by this document.
5. Treat all information, data, deliverables, and work products developed or collected pursuant to the Clean Mobility Voucher Pilot Program as confidential. All information, data, deliverables, and work products cannot be disclosed in any form to any third party without the Program Administrator or CARB's written consent except when required by law or legal process.
6. Not use, without CARB or Program Administrator written approval, any materials provided by CARB or Program Administrator for any purpose other than performing the agreed upon services.
7. Notwithstanding anything to the contrary, this agreement does not restrict the signatory from sharing information with its employees, agents, and service providers to the extent necessary to perform the agreed upon services, and only

for this limited purpose. Nor does this agreement prohibit the disclosure of information that is otherwise publicly known or becomes publicly known through no wrongful action or inaction of the signatory or his or her organization.

Signature

Date

Print Name

Project Title

For purposes of this confidentiality agreement, Personally Identifiable Information (PII) includes but is not limited to an individual's:

- Social Security number
- Driver license or state-issued ID number
- Military ID number
- Passport number
- Credit card (or debit card) number, CVV2, and expiration date
- Financial account numbers (with or without access codes or passwords)
- Customer account numbers
- Unlisted telephone numbers
- Date or place of birth
- Mother's maiden name
- PINs or passwords
- Password challenge question responses
- Account balances or histories
- Wage & salary information
- Tax filing status
- Biometric data that can be used to identify an individual, including finger or voice prints
- Digital or physical copies of handwritten signature
- E-mail addresses
- Medical record numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Medical histories
- National or ethnic origin
- Religious affiliation(s)
- Physical characteristics (height, weight, hair color, eye color, etc.)
- Insurance policy numbers
- Credit or payment history data
- Full face photographic images and any comparable images
- Certificate/license numbers
- Internet Protocol (IP) address numbers
- Geolocation or physical address

EXHIBIT I

Payment Request Form

Payment Request

(Rev 04/25/2022)

Organization/Tribe Information [Organization/Tribe] [Address 1] [Address 2] [City, State, Zip]		Approved Project Term		Request No.
		From	To	01
		Billing Period		Amount
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
[Voucher Agreement number]		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor			\$0.00	\$0.00
Fringe Benefits			\$0.00	\$0.00
Travel/Mileage			\$0.00	\$0.00
Equipment/Materials (Lead Only)			\$0.00	\$0.00
Subcontractor/Consulting			\$0.00	\$0.00
Other (Describe)			\$0.00	\$0.00
Indirect Costs/G&A			\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient			\$0.00	
By signing, I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the voucher agreement.			CALSTART Use Only	
			Amount Authorized:	
Signature of Certifying Officer		Date		
		04/25/2024		
Type or Print name and Title		Phone		
CALSTART Approval				
Reviewed by		Date		
Project Manager		Date		

Agreement Number:	[Voucher Agreement number]
Payment Request Number:	
Period covered by this request:	[MM/DD/YYYY - MM/DD/YYYY]

Employee Name	Job Classification / Title	Hourly Labor Rate	Billable Labor Hours	Reimbursable Direct Labor Expenses	Project Milestone Achieved
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
Hourly Direct Labor Totals			0.00	\$ -	

Agreement Number:	[Voucher Agreement number]
Payment Request Number:	
Period covered by this request:	[MM/DD/YYYY - MM/DD/YYYY]

Date	From/To	Participants/Purpose/Project Milestone Achieved	Travel	Mileage			Other	Total	Billed
				Miles	Rate	Mileage			
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
						0.00	0.00		
Totals							0.00	0.00	

Agreement Number:	[Voucher Agreement number]
Payment Request Number:	
Period covered by this request:	[MM/DD/YYYY - MM/DD/YYYY]

Date	Organization/Description	Purpose/Project Milestone Achieved	Reference	Amount	Billed	Match/ Cost Share
Totals				0.00	0.00	0.00

A. MOTOR VEHICLE FORM

DATE:		Payment Request Number:	
Voucher Agreement #:		Lead Applicant (Awardee):	

MOTOR VEHICLE PURCHASER/LESSEE INFORMATION:

Purchaser Contact Name:	
Company Name / Entity:	
Parent Company (if any):	
Name of Lessor, if capital is a lease:	
Vehicle Domicile Address:	
City, State, Zip Code:	
Purchaser Phone:	
Purchaser E-mail:	
TIN:	

CONFIRMATION OF COMPLETION OF REDEMPTION CHECKLIST

1. I verify that I have submitted all items identified in the Redemption Checklist.
 2. The vehicle, vehicle price, and vehicle purchaser information on this form are true and correct.
 3. The vehicle has been purchased and the information on this form is true and correct.
 4. The vehicle identified on this form has been delivered to my organization and is under their possession in accordance with the voucher agreement.
 5. I have reviewed and reaffirm my obligation to adhere to the Terms and Conditions of the Voucher Agreement and CMO Implementation Manual.
 I certify under penalty of perjury that the information provided is accurate.

Name of Vehicle Purchaser/Lessee Representative:		Date:	
Signature of Vehicle Purchaser/Lessee:			

MOTOR VEHICLE INFORMATION (add more rows as needed):

#	Manufacturer	Model	Year	GVWR	VIN #	Cost Paid	CMO Eligible Reimbursement Amount*
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
TOTAL							\$0.00

reimbursement amount for each line item is the lesser of the actual cost or maximum reimbursement amount listed in Section E.1. For example, if the maximum vehicle reimbursement amount listed in Section E.1. is up to \$60,000 but the actual vehicle cost was \$53,450, then the eligible reimbursement amount is \$53,450. Implementation Manual:
<https://www.cleanmobilityoptions.org/implementation-manual/>

B. MICROMOBILITY DEVICES FORM

DATE:		Payment Request Number:	
Voucher Agreement #:		Lead Applicant (Awardee):	

MICROMOBILITY DEVICES PURCHASER/LESSEE INFORMATION:

Purchaser Contact Name:	
Company Name / Entity:	
Parent Company (if any):	
Name of Lessor, if capital a	
Vehicle Domicile Address:	
City, State, Zip Code:	
Purchaser Phone:	
Purchaser E-mail:	
TIN:	

CONFIRMATION OF COMPLETION OF REDEMPTION CHECKLIST

1. I verify that I have submitted all items identified in the Redemption Checklist.
 2. The bicycle/scooter, price, and purchaser information on this form are true and correct.
 3. The bicycle/scooter has been purchased and the information on this form is true and correct.
 4. The bicycle/scooter identified on this form has been delivered to my organization and is under their possession in accordance with the voucher agreement.
 5. I have reviewed and reaffirm my obligation to adhere to the Terms and Conditions of the Voucher Agreement and CMO Implementation Manual.
 I certify under penalty of perjury that the information provided is accurate.

Name of Micromobility Devices Purchaser/Lessee Representative:		Date:	
Signature of Micromobility Devices Purchaser/Lessee:			

MICROMOBILITY DEVICES INFORMATION (add more rows as needed):

#	Manufacturer	Model	Year	Class 1 or Class 2	Serial Number	Cost Paid	CMO Eligible Reimbursement Amount*	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
TOTAL								\$0.00

eligible reimbursement amount for each line item is the lesser of the actual cost or maximum reimbursement amount listed in Section E.1. For example, if the maximum vehicle reimbursement amount listed in Section E.1. is up to \$3,500 but the actual vehicle cost was \$3,350, then the eligible reimbursement amount is \$3,350. Implementation Manual:

<https://www.cleanmobilityoptions.org/implementation-manual/>

C. INFRASTRUCTURE FORM

DATE: _____ Payment Request #: _____ Voucher Agreement #: _____ Lead Applicant (Awardee): _____

INFRASTRUCTURE PURCHASER/LESSEE INFORMATION:

Purchaser Contact Name:	
Company Name / Entity:	
Parent Company (if any):	
Name of Lessor, if capital is a lease:	
Vehicle Domicile Address:	
City, State, Zip Code:	
Purchaser Phone:	
Purchaser E-mail:	
TIN:	

CONFIRMATION OF COMPLETION OF REDEMPTION CHECKLIST

- I verify that I have submitted all items identified in the Redemption Checklist.
 - The infrastructure, infrastructure price, and infrastructure purchaser information on this form are true and correct.
 - The infrastructure has been purchased and the information on this form is true and correct.
 - The infrastructure identified on this form has been delivered to my organization and is under their possession in accordance with the voucher agreement.
 - The infrastructure identified on this form has been installed in approved sites.
 - I have reviewed and reaffirm my obligation to adhere to the Terms and Conditions of the Voucher Agreement and and CMO Implementation Manual.
- I certify under penalty of perjury that the information provided is accurate.*

Name of Infrastructure Purchaser/Lessee Representative: _____ Date: _____

Signature of Infrastructure Purchaser/Lessee: _____

INFRASTRUCTURE INFORMATION (add more rows as needed):

#	Infrastructure Item	Category (EVSE, Bike, Scooter, Solar PV, Hydrogen)	Manufacturer	Model	Year	Serial Number	Installation Site Location (Address)	Cost Paid	CMO Eligible Reimbursement Amount*
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

TOTAL \$0.00

*Eligible CMO infrastructure reimbursement amounts are listed in the Implementation Manual and must be consistent with the approved CMO voucher budget. The eligible reimbursement amount for each line item is the lesser of the actual cost or maximum reimbursement amount listed in Section E.1. For example, if the eligible reimbursement amount for an item is \$30,000 and the actual cost is \$24,340, then the eligible reimbursement amount is \$24,340. Implementation Manual: <https://www.cleanmobilityoptions.org/implementation-manual/>

EXHIBIT J

Implementation Manual for the Clean Mobility Options Voucher Pilot Program

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

Updated December 23, 2022



This page is intentionally blank.

PROGRAM SUPPORT

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

CMO Hotline: 626-744-5670
Available Monday to Friday, 9AM- 5PM Pacific Time

Email: info@cleanmobilityoptions.org
Program Website: <http://www.cleanmobilityoptions.org>

CMO Online Application Portal	http://www.cleanmobilityoptions.org/application
Project Area Interactive Map	http://www.cleanmobilityoptions.org/project-area-mapping-tool
Sample Letters of Support and/or Commitment	http://www.cleanmobilityoptions.org/support-letter-sample
Mobility Project Proposed Budget	http://www.cleanmobilityoptions.org/mpv-budget-worksheet
Needs Assessment Proposed Budget	http://www.cleanmobilityoptions.org/na-budget-worksheet
Project Milestone Schedule Template	http://www.cleanmobilityoptions.org/project-milestone-template
Notification of Launch Form	http://www.cleanmobilityoptions.org/launch-notification-form
Payment Request Form	http://www.cleanmobilityoptions.org/reimbursement-form
CMO Registered Vendor Form	http://www.cleanmobilityoptions.org/vendor-form
Sample Executed Voucher Agreements	https://cleanmobilityoptions.org/sample-voucher-agreements
Conflict of Interest Forms	http://www.cleanmobilityoptions.org/conflict-of-interest-forms
Confidentiality Agreements	http://www.cleanmobilityoptions.org/confidentiality-agreements

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IMPLEMENTATION MANUAL FOR THE CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM

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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

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://www3.arb.ca.gov/regact/2009/aqip09/aqip09.htm>

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 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.

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; 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 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 \$1,500,000. 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 project 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

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.

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.

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.

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,⁵
 - 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.
 - 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.⁶ 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

⁵ Certain non-profits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

⁶ For the purposes of this program, tribal land is not considered an unincorporated community.

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 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.

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,⁷ 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 Mobility Project Voucher Awardees

CMO current Window 1 MPV Awardees (including their sub-contractors or project partners) are eligible to apply in Window 2 as the lead applicant for a new project only (see [Section D.6](#) for definition of the new project).

Please note that there is set aside funding for Window 1 MPV Awardees to support an unexpected increase in insurance costs, capital acquisition, and other activities in support of the project scope outlined in their voucher agreement only. Window 1 MPV Awardees are not required to submit a new application to be eligible for this funding (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 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

⁷ This includes CARB's grantees from Carsharing and Mobility Options Pilot Project, Sustainable Transportation Equity Project (STEP) and Clean Mobility in Schools (CMIS).

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:⁸

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.⁹

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](#).

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,

⁸ 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.

⁹ 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

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-duty¹⁰ passenger vehicles, medium-duty¹¹ vans and buses, and neighborhood electric vehicles.
 - 1. Light-duty vehicles can be new or used, but medium-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-duty vehicles are considered “new” when they have 3,500 miles or less at purchase or lease.

¹⁰ Light-duty Vehicle have a GVWR category <10,000 lbs.

¹¹ Medium-duty Vehicle classes 3 through 6 (GVWR 10,001-26,000 lbs) or under 30 feet in length are eligible.

4. Medium-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 eligible for the Clean Vehicle Rebate Program ([CVRP](#)) at a time of purchase.¹²
- 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. Vehicle 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.¹³
 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.¹⁴

¹² CARB may approve on case-by-case basis vehicles that were previously listed on the CVRP website but are no longer available due to not meeting the manufacturer's suggested retail price (MSRP) eligibility requirements.

¹³ <https://www.recalls.gov/nhtsa.html>

¹⁴ 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.¹⁵
 - 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.¹⁶
 - 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, an 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) funded by this program must be

¹⁵ Purchase, installation, and maintenance costs of telematics equipment is eligible for payment.

¹⁶ As defined in Chiu, Chapter 568, Statutes of 2015

consistent with the following requirements:

- 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)¹⁷.
- 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 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

¹⁷ Any electric vehicle charging and charging stations installed on or after January 1, 2024, shall comply with the recordkeeping and reporting standards required by AB 2061.

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.¹⁸

- x. Electric vehicle chargers funded by this program constitute the quantity of chargers 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. Level 2 EVSE units purchased by CMO funding must meet the criteria below:
 - 1. Capable of charging at 6.2 kilowatts (kW) or greater.
 - 2. Utilize the SAE standard J1772 charging connector.
 - 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) v1.6 or later.
 - 5. If payment is required, must accept some form of credit cards and multiple forms of payment and must have an EMV chip reader, a mobile payment device, and a toll-free number physically located on the charger, or on a kiosk serving the charger. The charger may offer payment mechanisms, a device that accepts RFID or Smart cards, or payment through mobile apps. The point-of-sale and supporting network must use an open protocol to allow subscribers of other EV charging system

¹⁸ Assembly Bill 841 (Ting, 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.

networks to access the charging station. 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. Be ENERGY STAR ® Certified.¹⁹

7. Certified by a Nationally Recognized Testing Laboratory Program (NRTL) and certified to UL 2202 or UL 9741 standards.

8. 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.

xiii. DC Fast Charge (DCFC) units purchased by CMO funding must meet the criteria below:

1. Capable of a guaranteed maximum output of 50 kW or greater per active connector.
2. Include DCFC dual standard charging stations with at least one SAE Combined Charging system (CCS) standard connector and/or CCS adapters that are fully integrated into the charger such that they cannot be removed from the site. CHAdeMO connectors are also eligible.
3. Be networked, meeting the following criteria²⁰:
 - a. Equipment must be networked via Wi-Fi, ethernet or cellular connection.

¹⁹ To learn more, visit Energy Star Certification Process available at:

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

²⁰ 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 and be capable of “over-the-air” updates.
 - c. Must be capable of utilization data collection.
 - d. Minimum 5-year networking agreement, eligible toward total approved costs.
 - e. If payment is required, must accept some form of credit cards and multiple forms of payment, and must have an EMV chip reader, a mobile payment device, and a toll-free number physically located on the charger, or on a kiosk serving the charger. The charger may offer payment mechanisms, such as a device that accepts RFID or Smart cards, or payment through mobile apps. The point-of-sale and supporting network must use an open protocol to allow subscribers of other EV charging system networks to access the charging station. Chargers must be hardware ready to support ISO 15118 including:
 - i. Powerline carrier (PLC) high-level communication (as specified in ISO 15118-3).
 - ii. Secure management and storage of keys and certificates.
 - iii. 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.
 - iv. Receive updates remotely to activate/enable ISO-15118 use cases.
4. Use an implementation of Open Charge Point Protocol (OCPP) v1.6 or later.
 5. Certified by a Nationally Recognized Testing Laboratory Program (NRTL) and certified to UL 2202 or UL 9741 standards.

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. Voucher recipients 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.²¹

²¹ Adapted from San Francisco Municipal Transportation Agency (SFMTA) Vision Zero Quick Build Program.

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:

- 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 \$1,500,000 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)²² in the proposed project area.

An expansion project is defined as a project that expands the existing service model²³ 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

²² 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.

²³ The existing service model must be in support of the eligible service models described in Section D.2 of this manual.

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.²⁴ 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 \$1,500,000 for a new project, expansion project, continuing the same existing service without an expansion, or any combination thereof.

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.

²⁴ 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.

- 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 (EnerglIZE) 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.²⁵
 - 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.

²⁵ Please note that participation in the CMEA events is mandatory and should be considered in your budget.

- 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 and corrective 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.²⁶
 - 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.
 - xv. Developing operations and maintenance plans to ensure equipment reliability.

²⁶ Analysis of repair cost relative to replacement cost must be provided with payment request.

- 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: New vehicles fully funded by CMO cannot receive additional incentives from CVRP and HVIP programs.

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 ²⁷ light-duty zero-emission vehicle (ZEV)	Up to \$65,000 ²⁸
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 ²⁹ (4 years or newer)	100 percent of the Kelley Blue Book (KBB) value ³⁰ (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 ³¹ zero-emission passenger van and shuttle bus up to Class 6 (\leq 26,000 GVWR ³²) 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

²⁷ Light-duty vehicles are considered new if odometer reading is 7,500 miles or less at the time of purchase or lease.

²⁸ CARB may approve costs in addition to allowable payment amount for eligible vehicles that cost more than \$65,000 on case-by-case basis.

²⁹ PHEVs are only eligible in models with 6-seats capacity or more.

³⁰ 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.

³¹ Medium-duty vehicles are considered new if odometer reading is 3,500 miles or less at the time of purchase or lease.

³² 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.

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 (at \$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 at least 4 years of planning, construction, deployment, and service operations cumulatively. The Voucher Agreement Term and the Voucher Funding Term for Mobility Project Vouchers are defined as following:

- a. **Voucher Agreement Term** is a minimum of 5 years from the date the Voucher Agreement is executed. This includes up to 15 months for project design, planning and construction (Planning and Construction Period), and a minimum of 4 years of service operation (Project Operation Period). Clean mobility projects funded by this program must be fully operating for at least 4 years from the date of Operation Launch (when participants start using the service³³). Applicants must describe their plan and strategies for maintaining the proposed services throughout the Project Operation Period in their application.
- b. **Voucher Funding Term** is at least 4 years from the Voucher Agreement execution date. This means CMO funding can be used for all eligible costs incurred during the Planning and Construction Period and the first 3 years of the Project Operation Period. During the last year of the Project Operation Period (Year 4 of service operation) and until the voucher agreement term ends, only administrative activities can be paid by CMO voucher funds. Table 2 summarizes the Voucher Agreement timeline.

³³ 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.

Table 2. Mobility Project Voucher Agreement Timeline

Voucher Agreement Term							
<i>Voucher Agreement Execution</i>	<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
		Project Operation Period (Minimum of 4 years)					
	All approved project activities during this time will be paid by CMO Voucher (Planning and Construction Period + first 3 years of Project Operation Period)						During this time and until the end of Voucher Agreement term only administrative activities will be paid
	Data Reporting Period (minimum of 5 years)						
1. Kick-off only occurs after compliance with general liability insurance is confirmed by the Program Administrator. 2. 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 project kick-off meeting.</u>							

F. MOBILITY PROJECT PARTICIPANT (END-USERS) ELIGIBILITY

1. Vehicle Drivers

- a. Possess a current California Class C Driver license.³⁴
- 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.

³⁴ 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.

- 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.
- 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 Index³⁵, vehicle ownership per household³⁶, cost of existing transit and average cost per week for fueling car³⁷, median household income³⁸, access to job opportunities³⁹, existing

³⁵ Walkability Index (MapServer): <https://geodata.epa.gov/arcgis/rest/services/OA/WalkabilityIndex/MapServer>

³⁶ 2016-2020 American Community Survey 5-Year Estimates:

<https://data.census.gov/cedsci/table?q=United%20States>

³⁷ Average fueling cost: <https://gasprices.aaa.com/?state=CA>

³⁸ 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>

³⁹ Longitudinal Employer-Household Dynamics Data: <https://lehd.ces.census.gov/data/>

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., 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).
 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.⁴⁰

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:

- 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

⁴⁰ 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.

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 to meet the 5-year Voucher Agreement Term that includes a minimum of 4 years of service operation 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
1. Relationships with project-relevant community groups or Community-Based Organizations (CBOs) (partnerships that are not part of core partner team)	<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
2. Coordination with non-CARB and non-CEC funded research initiatives that connect to clean mobility broadly and/or are project-related (during the Voucher Agreement Term)	<ul style="list-style-type: none"> ● Research contracts or grants ● MOUs ● Research product deliverables ● Data sharing agreements
3. Project-related labor costs (up to 1 year prior to voucher application submission date) for either of the following: <ul style="list-style-type: none"> ● Community Transportation Needs Assessments⁴¹ ● 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
4. Project-related labor costs during Voucher Funding Term ⁴² that are not paid through voucher funds, including but not limited to: <ul style="list-style-type: none"> ● Partnership development and planning ● Infrastructure permitting and construction ● Outreach and marketing ● Operations ● Program management 	<ul style="list-style-type: none"> ● Time sheets ● Budget ● Task description / duty statements ● Other documentation as applicable

⁴¹ 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.

⁴² Labor costs counted as a Resource Contribution cannot be paid by the CMO voucher fund.

Table 3. Community Resource Contributions

Eligible Resource Contribution Types	Examples for Supporting Documentation
<ul style="list-style-type: none"> ● Executive leadership, involvement, or buy-in ● Quality control, quality assurance, oversight, and accountability ● Workforce training and development ● Research and evaluation of project ● Volunteer labor 	
<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 Funding 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 benefit to project
<p>6. Technology and Equipment⁴³ already owned by project participants and/or donated to the project that will be used during the Voucher Funding Term. Examples include:</p> <ul style="list-style-type: none"> ● Vehicles and associated hardware acquisition ● ADA Retrofits ● Necessary and appropriate workplace and safety equipment 	<ul style="list-style-type: none"> ● Purchase documentation ● Permits ● Invoices

⁴³ Project-related technology and equipment counted as a Resource Contribution may not be paid through the CMO Voucher fund.

Table 3. Community Resource Contributions	
Eligible Resource Contribution Types	Examples for Supporting Documentation
<ul style="list-style-type: none"> ● Vehicle insurance ● Vehicle tracking ● EVSE infrastructure ● Hydrogen refueling station ● Web platforms and software 	
7. Energy or fuel costs during the Voucher Funding Term (electricity or hydrogen)	<ul style="list-style-type: none"> ● Energy bills ● Letter of commitment ● Budget
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 Funding Term.	<ul style="list-style-type: none"> ● Applicable documentation
11. Resources (after end of Voucher Funding Term) 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 5-year Voucher Agreement Term, itemized by project activities/tasks. Applicant 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 State 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 if operation discontinues after 4 years.

g. Supporting Documentation for Phase 2 Applications (where applicable):

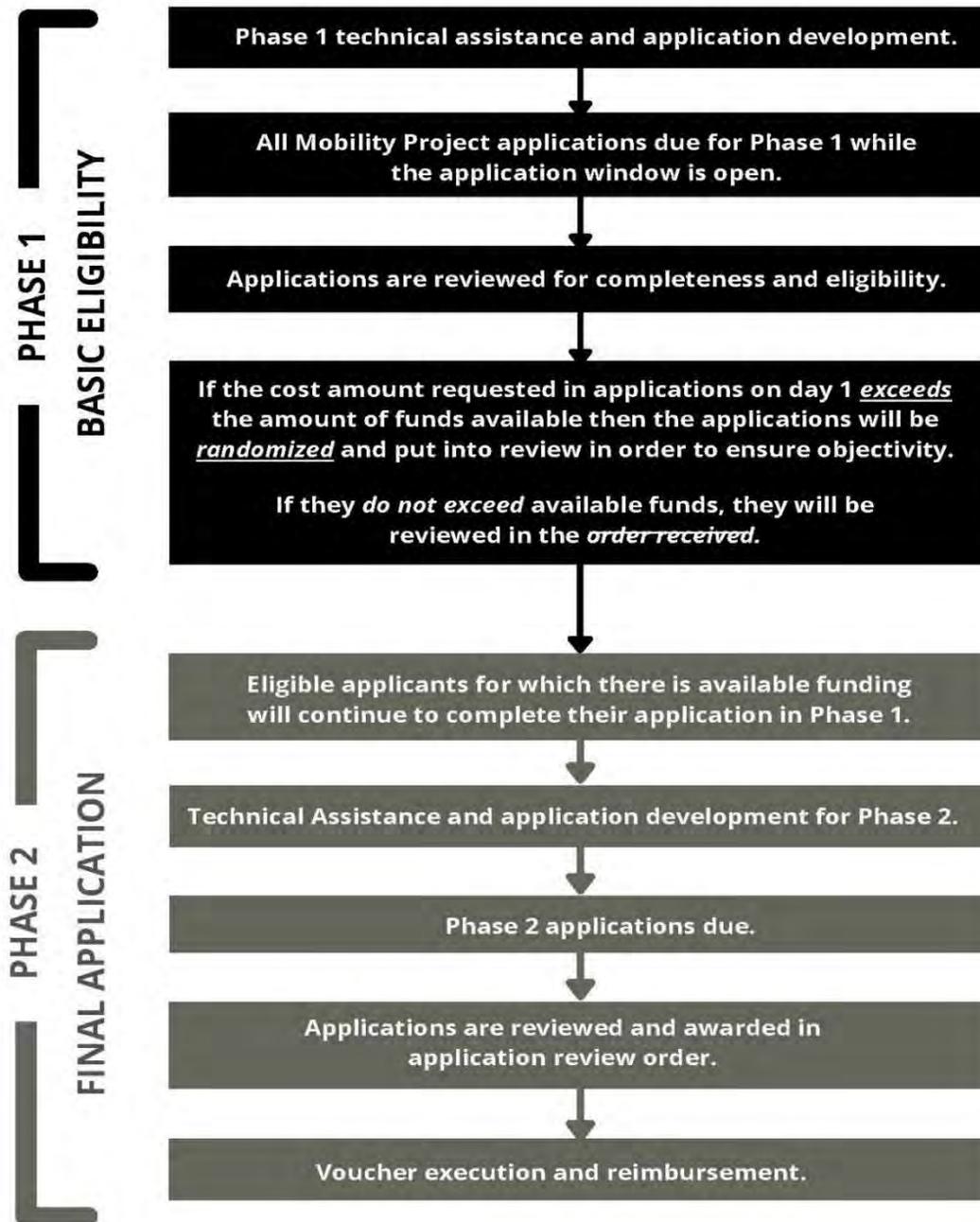
- i. If the lead applicant is not a Community-Based Organization (CBO), a letter of support from a project-related CBO or local community group is required.⁴⁴ This letter should explain how the CBO meets the minimum definition criteria listed below and demonstrates their support for the project. A project-related 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 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/>.
- 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.

⁴⁴ Please note that public agencies are not considered CBOs.

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 process⁴⁵.

- 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 for all applications submitted on the first day will be randomized and reviewed in the new randomized order to ensure equitability⁴⁶. 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.⁴⁷ CARB may extend the submission period at its sole discretion.
- e. Timestamps are recorded in the following manner:

⁴⁵ 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.

⁴⁶ Randomization is achieved using a trusted method from [Random.org](https://random.org/).

⁴⁷ 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.

- 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 timestamped 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 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:⁴⁸
 - 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.

⁴⁸ 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.

- 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.⁴⁹
- iii. Window 1 MPV Awardees: There is a set-aside fund specifically for current MPV funded projects. Window 1 MPV Awardees are eligible for up to \$500,000⁵⁰ in additional funding for their current funded project without submitting a new application. The additional funds for Window 1 MPV Awardees 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 only in support of the project scope outlined in their voucher agreement. Awardees must submit an updated financial sustainability plan and a revised budget that justifies the need and use of additional funds based on the current approved milestone schedule and budget to the Program Administrator for review and approval within 90 business days of receipt of their 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.

⁴⁹ 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.

⁵⁰ Window 1 MPV awardees who have less than \$1M in voucher funding in their current voucher agreement are eligible to apply for more than \$500k. However, the total voucher award cannot exceed \$1.5M in their amended voucher agreement.

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 rejected⁵¹. 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 a 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.⁵² 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.

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). The [Sample Executed Voucher Agreement](#) will be available on the CMO website.

⁵¹ 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.

⁵² 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.

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.⁵³
 - 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.
 - 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

⁵³ 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.

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 4-year Voucher Funding Term at any time 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 5-year 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. The Voucher Funding Term is at least 4 years from the date that Voucher Agreement is executed. This means CMO funding can be used for all approved costs during the Planning and Construction Period and the first 3 years of service operation. During year 5 and until the end of the Voucher Agreement term, only administrative activities can be paid by CMO voucher funds.

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, awardee 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 terms⁵⁴.
- 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

⁵⁴ Labor cost reimbursement may need to include verification of pay rates supported by payroll documentation, includes staff hours used and billed along with their hourly rates.

36 milestones (e.g., monthly payments for 3 years). The [Project Milestone Schedule template](#) will be available 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.
 - 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 during the Voucher Funding Term (up to 15 months for Planning and Construction + first 3 years of service operation) can be made at any time during the 5-year 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.⁵⁵

- 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.
 - 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.

⁵⁵ 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.

- 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 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.

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 voucher recipient information to the Franchise Tax Board or other appropriate agency. Applicants and voucher recipients 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.

6. 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.

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 5-year 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 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 5-year 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.⁵⁶

⁵⁶ 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.

- 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.
 - 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 E](#), 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 Voucher recipients 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 Voucher recipients 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.⁵⁷
 - 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

⁵⁷ Certain non-profits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

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.
 - 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:⁵⁸

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.⁵⁹

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.

⁵⁸ 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.

⁵⁹ 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.

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:

- 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 Index⁶⁰
- b. Vehicle ownership per household⁶¹

⁶⁰ Walkability Index (MapServer): <https://geodata.epa.gov/arcgis/rest/services/OA/WalkabilityIndex/MapServer>

⁶¹ 2016-2020 American Community Survey 5-Year Estimates:
<https://data.census.gov/cedsci/table?q=United%20States>

- c. Cost of existing transit and average cost per week for fueling car⁶²
- d. Median household income⁶³
- e. Access to job opportunities⁶⁴
- 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 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

⁶² Average fueling cost: <https://gasprices.aaa.com/?state=CA>

⁶³ 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>

⁶⁴ Longitudinal Employer-Household Dynamics Data: <https://lehd.ces.census.gov/data/>

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. Surveys⁶⁵ (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, communicated, and conducted with clear indication of the intended purpose and a focus on solutions.

⁶⁵ 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.

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.⁶⁶
- 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.

⁶⁶ Please note that participation in the CMEA events is mandatory and should be considered in your budget.

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 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).

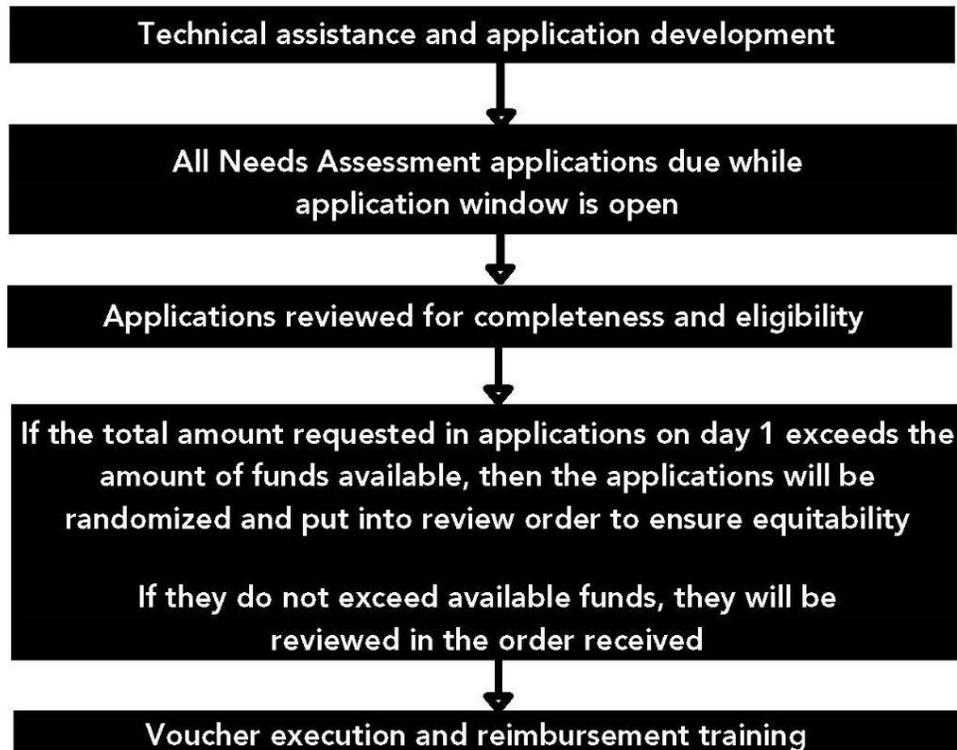
- ii. Evidence of at least one-year incorporation from the time of voucher application submission (Copy of Articles of Incorporations).
 - iii. Evidence of being registered and in active and good standing with the California Secretary of State (Copy of Statement of Information and Certificate of Status).
- 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 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.⁶⁷ 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 demonstrates an evaluation process for the Needs Assessment Voucher applications.

⁶⁷ 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 equitability⁶⁸. 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 funds⁶⁹.

⁶⁸ Randomization is achieved using a trusted method from Random.org.

⁶⁹ 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.

- 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.
 - 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.⁷⁰ 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.

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

⁷⁰ 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.

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.
- 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.⁷¹ 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 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

⁷¹ 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.

analysis, and reporting of assessment's result. Applicants may submit an updated project milestone schedule 1 month after voucher execution.⁷²

- 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.⁷³
- 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 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

⁷² 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.

⁷³ 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.

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 and the Voucher Funding Term are both 12 months from the date that 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 voucher recipient information to the Franchise Tax Board or other appropriate agency. Applicants and voucher recipients 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. Including, detailed survey findings, detailed indicator findings, community event findings and key takeaways, 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 voucher recipients 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:

V. MOBILITY PROJECT VOUCHER AWARDEES

1. If the voucher agreement includes procurement of vehicles, including light-duty or medium-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.

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 voucher recipients 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.
- c. Any electric vehicle chargers or charging stations installed on or after January 1, 2024, shall comply with the recordkeeping and reporting standards established under Assembly Bill 2061 (Ting, Chapter 345, Statutes of 2022).
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 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. Application 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 meet 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. 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. 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. Awardees must coordinate with other CARB's Low Carbon Transportation Investment Projects, including the Access Clean California Project, STEP and CMIS.
 5. 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 GGFR. 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." 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. Awardee must participate in Clean Mobility Equity Alliance (CMEA) events, training, and meetings as required by the Program Administrator or CARB.
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 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 (California Government Code Section 6250 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 employees 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 employees 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 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.
 - e. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 - f. Retain files during the term of the Voucher Agreement plus three years and do not transmit to any outside entity during this time except as otherwise approved by CARB.

- g. Transfer all project records to CARB or its designee at the end of the three-year window described in (f) above unless otherwise instructed by CARB.
- h. 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.
- i. Voucher Payments:
 - i. 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.
 - ii. 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.
- j. 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, contractors, subcontractors, suppliers, and providers of services. The Awardee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. 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.
 - i. 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.

- ii. 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.
 - iii. 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 subcontractors, 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 subcontractors or persons directly or indirectly employed by any of them.
 - iv. The Awardee's obligation to pay its subcontractors 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 subcontractor. The Awardee is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of the Voucher Agreement.
- k. Suspension of Payments and Early Agreement Termination:
- i. The Program Administrator reserves the right to issue a suspension 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.
 - ii. 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.

- iii. 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.
- iv. In accordance with Termination provision (under the Voucher Agreement General Provisions, below), the Program Administrator reserves the right to terminate the Voucher Agreement upon 30 calendar days written notice to Awardee. Upon termination, all remaining funds must be immediately returned to the Program Administrator.
- j. Sectarian Organizations and Non-Public Schools Restrictions: 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.
- k. Voucher Agreement General Provisions:
 - i. 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 not incorporated in the Voucher Agreement is binding on any of the parties.
 - ii. Assignment: The Voucher Agreement is not assignable by Awardee, either in whole or in part, without the consent of CARB and the Program Administrator.
 - iii. 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.
 - iv. Audit: Awardee agrees that CARB, CEC, 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 the Awardee and all State funds received. Awardee agrees to maintain such records for possible audit for a minimum of three 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.
- v. Compliance with law, regulations, etc.: Awardee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
 - vi. Computer software: Awardee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Voucher Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
 - vii. Confidentiality: No record which has been designated as confidential by CARB, CEC and/or the Program Administrator or is the subject of a pending application of confidentiality, shall be disclosed by the Awardee.
 - viii. Conflict of interest: Awardee certifies that it complies with applicable State and/or federal conflict of interest laws. Awardee 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 in the Voucher Agreement. Awardee must disclose any direct or indirect financial interest or situation that may pose an actual, apparent, or potential conflict of interest with its duties throughout the Voucher Agreement term. The Program Administrator may consider the nature and extent of any actual, apparent, or potential conflict of interest in Awardee's ability to perform the project. Awardee must immediately advise the Program Administrator in writing of any potential new conflicts of interest throughout the Voucher Agreement term.
 - ix. 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 damages paid by or loss incurred by the State due to such breach.

- x. Disputes: Awardee shall continue with the responsibilities under the Voucher Agreement during any dispute. 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 his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- xi. 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, cultures, and income levels, including minority populations and low-income populations of the State.
- xii. 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 State law or the Voucher Agreement. Unless otherwise prohibited by State or local law, Awardee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
- xiii. Force majeure: Neither CARB and CEC nor Awardee and the Program Administrator shall be 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, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- xiv. 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. Awardee hereby waives any existing sovereign immunity for the purposes of the Voucher Agreement.
- xv. Awardee's responsibility for work: Awardee 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. Awardee

shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. Neither the State nor the Program Administrator will mediate disputes between an Awardee and any other entity concerning responsibility for performance of work.

- xvi. Indemnification: Awardee agrees to indemnify, defend and hold harmless the State, the Program Administrator, CEC, CARB and their 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 an Awardee or its subcontractors or subgrantees, and out of the operation of equipment that is purchased with voucher funds from this program.
- xvii. Independent Contractor: Awardee, and its agents and employees, if any, in their performance of the Voucher Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB, CEC or the Program Administrator.
- xviii. Nondiscrimination: During the performance of the Voucher Agreement, Awardee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. Awardee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- xix. No third-party rights: The parties to the Voucher Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of the Voucher Agreement, or of any duty, covenant, obligation or undertaking established herein.
- xx. Ownership: All information, data, documents, and intellectual property developed exclusively for the CMO Voucher Agreement and during the Voucher agreement Term is the property of CARB and/or the CEC⁷⁴, however, that Awardee shall have an unencumbered, royalty-free, perpetual license to use any such information, data, documents, and intellectual property for all government purposes with prior approval by CARB. No information, data, documents, intellectual property received, generated, or

⁷⁴ This only pertains to projects funded wholly or partially by the CEC.

developed exclusively for the CMO Voucher Agreement during the Voucher Agreement Term shall be released to the public without CARB's approval.

- xxi. 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. Awardee shall safeguard all such information or data which comes into their possession under the Voucher Agreement in perpetuity, and shall not release or publish any such information, data, or records.
- xxii. Prevailing wages and labor compliance: If applicable, Awardee agrees to be bound by all the provisions of State Labor Code Section 1771 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 State Labor Code Section 1771 are being met.
- xxiii. 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.
- xxiv. 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.
- xxv. 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.
- xxvi. Timeliness: Time is of the essence in the Voucher Agreement. Awardee shall proceed with and complete the project in an expeditious manner.

- xxvii. 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 State provided for in the Voucher Agreement are in addition to any other rights and remedies provided by law.
- xxviii. 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.
- a. The Awardee represents by signing this Agreement that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Awardee is required to comply with the federal economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Awardee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Agreement, at the sole discretion of CARB.

X. INSURANCE REQUIREMENTS

Awardee must comply with all requirements outlined in the General Provisions and 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 requirements⁷⁵. Awardee is responsible to submit the proof of insurance annually until the end of Voucher Agreement term.

1. General 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 calendar 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 the Department of General Services 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 VI. 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

⁷⁵Since 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.

insurance and not substituted by referring to such coverage on the certificate of insurance. A blanket additional insured endorsement is not acceptable in respect to the Voucher Agreement for Awardee and/or contract with the Fleet Owner. The additional insured endorsement must specifically list the additional insured names as required in the contract.

- 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 insurance required by the Voucher Agreement must allow CARB or the Program Administrator to pay and/or act as the Awardee's agent in satisfying any SIR. The choice to pay and/or act as the Awardee's agent in satisfying any SIR is at the CARB discretion.
- 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. Subcontractors: In the case of Awardee's utilization of subcontractors to complete the contracted scope of work, Awardee shall include all subcontractors as additional insured under Awardee's insurance or supply evidence of the subcontractor's insurance to the Program Administrator subject to section 2.a below.

Note: Awardee and its sub-contractors 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 # listed on that U/L endorsement schedule.

- 2. 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: After the voucher is awarded, Awardee shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. Subcontractors (who are

not procuring vehicles) 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 Awardees, products, completed operations, personal & 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. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission⁷⁶, their officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Awardee including any electric bikes and scooters in connection with any such work or operations." A blanket additional insured endorsement is not acceptable. The additional insured endorsement must specifically list the additional insured as required under the Insurance Requirements for Mobility Project Voucher Awardees.

- 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.):
 - 1. 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 once the vehicles used in the CMO shared mobility program have been procured. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Awardee including any electric bikes and scooters in connection with any such work or operations."
 - 2. If Awardee, does not procure the vehicles used in the CMO shared mobility service, then Awardee, by signing the Voucher Agreement,

⁷⁶ Only projects funded partially or fully by the CEC are required to add *California Energy Commission, their officers, agents, and employees* as additional insured on their insurance policy. This is applicable to all places in Section X where CEC is required to be added to the insurance policy.

certifies that the Awardee and any employees, subcontractors or servants 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.

3. Auto Physical Damage: Awardee upon procurement of the vehicles used in the CMO shared mobility service, shall maintain auto physical damage and collision coverage with a deductible no higher than \$1,000; comprehensive, fire and theft insurance with a deductible no higher than \$1,000.
 4. In the event when the Fleet Owner or the Mobility Operator maintains business automobile liability insurance, not the Awardee, the policy must name the Program Administrator (CALSTART), Awardee, State of California and California Air Resources Board, CEC, their officers, agents, and employees as additional insured by endorsement that states the name exactly as required in the contract. A blanket additional insured endorsement is not acceptable.
- 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. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out or under the Voucher Agreement."
 - iii. Electric Bike and Scooter⁷⁷: If applicable, in addition to the insurance requirements listed above, Awardee (or the entity that procures bikes and scooters) must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:
 1. If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; OR,

⁷⁷ Mobility providers must comply with all applicable federal, state, and local laws and requirements for acceptable insurance, including [AB 371- Shared mobility devices: insurance and tracking](#).

2. If coverage is endorsed to the General Liability policy; insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

Either policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Awardee including any electric bikes and scooters in connection with any such work or operations."

- iv. In the event when the Fleet Owner or the Mobility Operator supplies coverage for electric bikes and scooters, not the Awardee, the policy must name the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured by endorsement that states the name exactly as required in the contract. A blanket additional insured endorsement is not acceptable.
- c. Workers' Compensation and Employer's Liability: Awardee and its subcontractors, 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. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. Non-Profit Organization with 100 percent Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. The Program Administrator in Consultation with CARB reserves the right to review and adjust insurance requirements as necessary during the term of the Voucher Agreement.
- e. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. 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.

3. 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. 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 & 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. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board, its officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out of or under the Voucher Agreement."

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. The policy must name "the Program Administrator (CALSTART), State of California, and California Air Resources Board, its officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out of or under the Voucher Agreement."

ii. Awardee by signing the Voucher Agreement, certifies that the Awardee and any employees, subcontractors or servants 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. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. **Non-Profit Organization with 100 percent Volunteers Only (if applicable):** A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. The Program Administrator in Consultation with CARB reserves the right to review and adjust insurance requirements as necessary during the term of the Voucher Agreement.
- e. **Cyber Liability coverage,** with limits not less than \$1,000,000 per occurrence or claim. 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.

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 subcontractors 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 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 three 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 subcontractors' 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 sub-grantees shall allow CARB, CEC, the California Department of Finance, 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 CEC⁷⁸ 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 sub-grantees, Awardees or their subcontractors, 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.

⁷⁸ For all references to the CEC’s oversight, enforcement, audit, and other associated rights throughout this Manual, this only pertains to projects funded wholly or partially by the CEC.

“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.

- 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 amperage [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).

“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 10,000 pounds or less.

“Medium-Duty Vehicle” for the purposes of this program is defined as any motor vehicle with a gross vehicle weight rating more than 10,000 pounds and up to 26,000 pounds (vehicle classes 3 through 6 as categorized by the Federal Highway Administration) 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 5-year 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.

“Voucher Funding Term” for the purposes of this program is defined as the period in which all project activities are eligible for payment through the Clean Mobility Options program. For the Mobility Project Voucher, this period is at least 4 years from the voucher agreement execution date, and for the Needs Assessment Voucher, this period is 12 months from the voucher agreement execution date.

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 or after termination of the Voucher Funding Term. 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.

“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.

“Sub-Applicant” 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.

BB. 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, summary 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 5-year 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 5-year Voucher Agreement Term.

REQUIRED ATTACHMENTS

- Mobility Project Voucher Budget Worksheet that quantifies the financial requirements needed to develop and implement the project throughout the 5-year 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.

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 voucher recipient) 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 voucher recipient) 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.⁷⁹ 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.

⁷⁹ 14 CCR sections 15050, 15051. The Lead Agency typically has general governmental powers (such as a city or county), rather than a single or limited purpose (such as an air pollution control district).

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.)

Project Aspect	Yes	No	Description of Project Aspect
Ground disturbance (including grading, paving, trenching, etc.) Provide length and depth and describe whether the area(s) to be disturbed are previously disturbed.	<input type="checkbox"/>	<input type="checkbox"/>	
New or replaced pipelines	<input type="checkbox"/>	<input type="checkbox"/>	
Construction of underground facilities (including tanks)	<input type="checkbox"/>	<input type="checkbox"/>	
Modification or conversion of a facility, or construction of new or modified structures	<input type="checkbox"/>	<input type="checkbox"/>	
New or modified operation of a facility or equipment	<input type="checkbox"/>	<input type="checkbox"/>	
On-road demonstration	<input type="checkbox"/>	<input type="checkbox"/>	
Project Aspect	Yes	No	Description of Project Aspect
EV infrastructure (how many, what kind, approximate dimensions)	<input type="checkbox"/>	<input type="checkbox"/>	
Alternative gas station (how many, what kind, approximate dimensions)	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	
Solar component (extent of and general location at project site)	<input type="checkbox"/>	<input type="checkbox"/>	
Paper study (including analyses on economics, feedstock availability, workforce availability, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Laboratory research	<input type="checkbox"/>	<input type="checkbox"/>	
Temporary or mobile structures (skid-mounted)	<input type="checkbox"/>	<input type="checkbox"/>	
Design/Planning	<input type="checkbox"/>	<input type="checkbox"/>	
Other (describe and add pages as necessary)	<input type="checkbox"/>	<input type="checkbox"/>	

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.)

Address	County	Type of Work to Be Completed at Site

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.)

Question	Yes	No	Don't Know	Explanation
Is the project site environmentally sensitive?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project site on agricultural land?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the land on which the project would be built previously disturbed? Please provide detail on how the land is previously disturbed, i.e., whether it is paved and/or graded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is this project part of a larger project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there public controversy about the proposed project or larger project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will historic resources or historic buildings be impacted by the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project located on a site the Department of Toxic Substances Control and the Secretary of the Environmental Protection have identified as being affected by hazardous wastes or cleanup problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project generate noise or odors in excess of permitted levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project increase traffic at the site and by what amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project expected to result in environmental impacts to any other resource area (e.g., air quality, aesthetics, water quality)? (Add pages as necessary.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5. Will the project require discretionary permits or determinations, as listed below?

Type of Permit	No	Modified	New	Approving Agency	Reason for Permit, Summary of Process, and Anticipated Date of Issuance
Air Quality Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Water Quality Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Conditional Use Permit or Variance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Building Expansion Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Hazardous Waste Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Rezoning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Authority to Construct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other Permits (List types)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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.)

Type of Environmental Review	Title of Environmental Document (Attach the document to this form.)	State Clearinghouse Number	Completion Date	Planned Completion Date (must be before approval of grant)
<input type="checkbox"/> "Not a project" <input type="checkbox"/> Email <input type="checkbox"/> Letter <input type="checkbox"/> Resolution <input type="checkbox"/> Other:		N/A		N/A
Exempt (Resolution of public agency or Agenda Item approving Exemption)		N/A		N/A
Exempt (Notice of Exemption)		N/A		
Initial Study				
Negative Declaration				
Mitigated Negative Declaration				
Notice of Preparation				
Environmental Impact Report				
Master Environmental Impact Report				
Notice of Determination				
National Environmental Policy Act (NEPA) Document (Environmental Assessment, Finding of No Significant Impact, and/or Environmental Impact Statement)				

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.

B. 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.

C. 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 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, Subarticle 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:

^{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.

- 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

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.
https://www.energy.ca.gov/sites/default/files/2019-05/Attachment-11_NREL_Data_Collection_Tool_0.xlsx.

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.

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 voucher recipient'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 lead applicant, 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, etc.)
- 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, charger 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 chargers or hydrogen refueling stations installed
- m. Number and types of outlets per charger
- n. EVSE or H2 monthly station utilization (e.g., total number of hours plugged in, number of charging sessions, peak power delivered (kW), average session duration (total hours/# of sessions), average kWh dispensed)

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
- l. Average kWh or kg dispensed
- m. Normal operating hours, uptime, downtime, and explanations of variations
- n. Description of any accidents or incidents, including collisions, maintenance, and fueling/charging incidents, property crime (including vandalism)
- o. 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
- 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 Data⁸³

- 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

⁸³ 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.

- f. Approximate number of attendees
- 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

Exhibit K

Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations

In this document, the following definitions apply:

Term/ Acronym	Definition
Awardee	An Applicant awarded under the Clean Mobility Options Program (CMO).
CEC	California Energy Commission
Central System	Charge Point Management System: the central system that manages Charge Points and has the information for authorizing users for using its Charge Points.
Charge Point	The Charge Point is the physical system where an electric vehicle can be charged. A Charge Point has one or more connectors.
Charger	Any connector that can independently provide charge to an on-road electric vehicle (EV) regardless of whether the other connectors associated with a Charge Point are simultaneously charging.
Charging Session	Part of a transaction during which the EV is allowed to request energy.
Charging Station	A physical location with any number of Charge Point(s) and Connector(s) with a unique address. For a charger to be part of a charging station, it must not be further than 0.125 miles (660 feet) from any other charger that is also considered to be part of the same charging station.
Connector	The term “Connector”, as used in this specification, refers to an independently operated and managed electrical outlet on a Charge Point. This usually corresponds to a single physical connector, but in some cases a single outlet may have multiple physical socket types and/or tethered cable/connector arrangements to facilitate different vehicle types (e.g. four-wheeled EVs and electric scooters).
Corrective Maintenance	Maintenance which is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
Downtime	Downtime is any period of time that a charger is not operational.
Excluded Downtime	Excluded Downtime is downtime that is caused by events outside of the control of the funding recipient and is subtracted from total downtime when calculating uptime percentages.
FTD	Fuels and Transportation Division
Hardware	The machines, wiring, and other physical components of an electronic system including onboard computers and controllers.

EXHIBIT K: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations
2023 Clean Mobility Options Voucher Program

Interoperability	Successful communication between the software controlling charging on the EV and the software controlling the charger. Interoperability failures are communication failures between the EV and charger that occur while the software of each device is operating as designed.
Maintenance Event	Any instance in which preventive or corrective maintenance is carried out on equipment.
Networked Charger	A charger can receive or send commands or messages remotely from or to a charging network provider or is otherwise connected to a central management system, such as by using OCPP 2.0.1, for the purposes of charger management and data reporting.
Nonnetworked Charger	A charger that is not networked.
Operational	A charging port is considered operational or "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
Operative	A state indicating the charger is operational and available to charge or currently charging.
Operative Status	A status reported by the charger's onboard software indicating whether the charger is in an operative state. The status may directly report 'Operative' or some other status that indirectly indicates the charger is in an operative state. Conversely, the charger may report 'Inoperative' or some other status indicating that it is in not in an operative state.
Preventive Maintenance	Maintenance that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime.
Software	A set of instructions, data or programs used to operate computers and execute specific tasks.
Uptime	A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level. Uptime is the percentage of time a charging port is "up".

Awardee is responsible to collect, monitor, and report required data for the duration of the Voucher Agreement term unless a longer period is required in CEC's regulations developed under AB 2061. The Program Administrator will coordinate with Awardee to obtain these data and other information as specified in this document and confirm a process for reporting. The Program Administrator will also provide reporting forms and templates with required information.

For all CMO-funded electric vehicle chargers and charging stations installed on or after January 1, 2024, the Awardee shall:

- A. Comply with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
- B. Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
- C. Without limitation to other requirements in the voucher agreement, the Awardee shall comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of the voucher agreement. Once regulations are final, they will apply to work under the voucher agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under the voucher agreement.
- D. If the Awardee is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Voucher Awardee shall verify delivery of said disclosure by obtaining a signature from the site host on the disclosure.

1. Operations

The Awardee shall:

- A. Operate the installed chargers during the term of the voucher agreement.
- B. For any charging station of fewer than 40 chargers at which chargers are installed and operated under the voucher agreement, ensure that the charger uptime for each charger installed in the project is at least 97 percent of each year for six years after the beginning of operation.
- C. For any charging station of 40 or more chargers at which chargers are installed and operated under the voucher agreement, ensure that the charger uptime for each charger installed in the project is operational at least 80 percent of a

charging site's standard hours of operation of each year for five years after the beginning of operation, and ensure that annual station uptime is at least 97 percent.

The Awardee shall retain records for a minimum of 3 years after the term of the Voucher Agreement is completed, or a longer period if required in CEC's regulations developed under AB 2061, or pursuant to an agreement in writing by the Program Administrator and Awardee.

2. Recordkeeping

The goal is to collect and maintain records of charger operation and reliability. The Awardee shall collect and retain the remote monitoring and maintenance records specified in this section. The Awardee shall collect and retain records for each charger installed and operated as part of the voucher agreement. The Awardee shall retain records for a minimum of 3 years after the term of the Voucher Agreement is completed unless a longer period is required in CEC's regulations developed under AB 2061, or records retention is agreed to in writing by the Program Administrator and Awardee.

The Awardee Shall:

- A. Collect and retain the Remote Monitoring and Maintenance data below from each networked charger installed and operated as part of the voucher agreement.
- B. Retain the data below for 3 years from the date the charger begins operation, unless a longer period is required in CEC's regulations developed under AB 2061. Provide records provided to the Program Administrator within 10 business days of request.
 - a) Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
 - b) Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.

Remote Monitoring Data

Remote monitoring data requirements only apply to networked chargers.

- A. Connector operative status and error codes on a 60-minute interval including charger identification number and date-time stamp.
 - a) If the Awardee uses OCPP 1.6 to communicate between the charger and central system, the recipient shall collect the OCPP 1.6 Protocol Data Unit (PDU) Status_Notification.

- B. A record of each customer attempt to initiate a charge including charger identification number, transaction identification number, and date-time stamp.
- C. A record of each failed attempt to charge including charger identification number, transaction identification number, and date-time stamps and reason for failure.

Maintenance Data

Maintenance data requirements apply to all chargers.

- A. Reports of inoperative chargers or charger failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
- B. Records of any maintenance conducted on chargers installed and operated as part of the agreement. Records should specify the following:
 - a) Date and time of the maintenance event
 - b) Whether maintenance was corrective or preventive in nature
 - c) Whether and for how long the charger was in an inoperative state prior to maintenance.
 - d) Whether the charger was in an operative state following maintenance

3. Maintenance Requirements

The goal is to increase reliability through timely and effective preventive and corrective maintenance. The Awardee shall conduct maintenance on each charger installed and operated as part of the voucher agreement as specified in this section.

The Awardee Shall:

- A. Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a manufacturer-certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- B. Complete corrective maintenance within 10 business days of the beginning of a time when the charger is inoperative or exhibiting failures that result in an inability to charge.
- C. Report on preventive and corrective maintenance in each annual reliability report described below in Section 4. Reporting.

4. Reporting

The goal of this task is to provide an annual report on charger reliability and maintenance.

The Awardee shall:

- A. Write and submit to the Program Administrator an annual report on charger reliability and maintenance included in the first quarterly report of each calendar year as required by Section K. Reporting Requirements of the Implementation Manual. The report shall include:
 - a) A summary of charger downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime events include:
 - i. The time that the status or error codes returned by a charger indicate that it is in a state other than an operative state (inoperative). The duration of time counted as downtime based on remote monitoring will be the interval between the time of the first charger status record that the charger is inoperative, or the failure of the charger to send operational status on specified interval, and the subsequent status record that the charger is operative.
 - ii. The time that a charger is in an inoperative state or failing to deliver charge. This may be known by consumer notification, internal diagnostics, inspection, or other methods.
 - iii. In the event there is a conflict between the sections (a) and (b), the operative state of the charger shall be determined by (b).
 - b) A summary of Excluded Downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. 'Excluded Downtime' includes:
 - i. **Grid Power Loss:** Power supplied by third-party provider is not supplied at levels required to for minimum function of chargers. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs. This does not include power generation or storage equipment installed to serve the station exclusively. Documentation from power provider detailing outage is required to claim

this as excluded time.

- ii. **Vandalism and/or Theft:** Any physical damage to the charger and / or station committed by a third-party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, damage to screens, etc. A maximum of 5 days may be claimed as excluded downtime for each event. The CEC may authorize additional excluded downtime for extenuating circumstances on a case-by-case basis. A police report or similar third-party documentation is required to claim this as excluded time.
 - iii. **Communication Network Outages:** Loss of communication due to cellular or internet service provider system outages can be claimed as excluded downtime provided the chargers revert to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy and free of charge.
 - iv. **Planned Outage for Maintenance and/or Upgrade:** Any planned maintenance or upgrade work that takes the charger offline. This must be scheduled two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for planned maintenance and/or upgrade is 24 hours for any 12-month period.
 - v. **Force Majeure:** Downtime caused by unforeseen events, not described in (a) – (d) above, that are outside of the control of the Awardee may be treated as Excluded Downtime upon approval by the CEC. For such downtime to be considered, the recipient shall include a narrative description of the event and why it was out of their control in their annual report for the CEC to review and make a determination. The CEC has sole discretion in approving downtime in this category.
- c) A summary and calculation of uptime. Each report shall include the annual uptime percentage of each charger (Charger Uptime) as well as the annual uptime percentage for each charging station (Station Uptime) installed and operated as part of this agreement. The annual uptime percentage for each charger shall be reported for the year ending on the most recent anniversary of the beginning of operation of the charger. The annual uptime percentage for each station shall be reported for the year ending on the most recent anniversary of the beginning of operation of the first charger operated as part of this agreement that is part of the station. Charger and station uptime shall be calculated as:

$U_c = \frac{T_c - D_c + E_c}{T_c}$ <p> U_c = Charger Uptime T_c = Total charger operational hours in the reporting period D_c = Total charger downtime for the reporting period, in hours. E_c = Total charger excluded downtime in the reporting period, in hours. </p>	$U_s = \frac{T_s - D_s + E_s}{T_s}$ <p> U_s = Station Uptime T_s = Total operational hours for all chargers associated with the charging station for the the reporting period ($T_s = \sum T_c$). D_s = Total downtime for all chargers associated with the charging station for the reporting period ($D_s = \sum D_c$), in hours. E_s = Total excluded downtime for all chargers associated with the charging station for the reporting period ($E_s = \sum E_c$), in hours. </p>
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- d) For networked chargers, a summary of charge data, including:
- i. Total number of attempts to charge
 - ii. Total number of failed attempts to charge
 - iii. Failed attempts to charge by the following categories:
 - i. Number of charge attempts that failed due to payment system failures
 - ii. Number of charge attempts that failed due to interoperability failures
 - iii. Number of charge attempts that failed due to charger hardware or software failures
 - iv. Number of charge attempts that failed due to other reasons
 - iv. A summary and explanation of “other reasons” for charge attempt failures
 - v. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- e) The total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Details of all excluded downtime and a narrative description of events that caused the excluded downtime.

EXHIBIT E

COSTA MESA CMO BUDGET

Section 1: Project Components		Section 2: Voucher Budget							
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request			Annual Budget Breakdown Up to Year 3 of Service Operation Period				Annual Budget Breakdown for Year 4 of Service Operation (Administrative Expenses Only)
		(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)	(j) Year 4 of Service Operation (\$)
Direct Labor (Fringe Benefits & Indirect Costs included)									
Voucher Administration	City of Costa Mesa Staff Time	\$39.97	356	\$14,230	\$2,035	\$4,065	\$4,065	\$4,065	
				0					
				0					
Planning				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Travel/Mileage									
Voucher Administration	CMEA Attendance	\$775/year	2 yrs	\$1,550		\$775	\$775		
	CMEA Travel	\$725/year	2 yrs	\$1,450		\$725	\$725		
				0					
Planning Costs				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Equipment/Capital Costs (LEAD Only)									
Motor Vehicles and Associated Hardware				0					
				0					
Bicycles and Scooters				0					
				0					
Charging/Fueling Equipment and Installation	Electrical Installation	\$10,000	1	\$10,000	\$10,000				
				0					
Bicycle/Scooter Infrastructure and Installation (Maximum 300% of amount of electric bicycle/scooter or 200% of non-electric bicycles/scooter amount)				0					
				0					
Additional Transportation Enhancements (Maximum 25% of total voucher)				0					
				0					
Operations and Maintenance				0					
				0					
Subcontractor									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing	Marketing	\$2,754	3 years	\$8,263	\$2,163	\$2,600	\$2,000	\$1,500	
				0					
Operations and Maintenance	Vehicle Lease	\$72,225.33	3 years	\$216,676		\$70,800	\$72,216	\$73,660	
	Driver Hours	\$25.38	32,448 hours	\$823,660		\$269,135	\$274,517	\$280,008	
	Contractor Services	\$104,665.33	3 years	\$313,996		\$102,600	\$104,652	\$106,744	
Other (LEAD Only)									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance	Insurance	\$36,725.0000	3 years	\$110,175		\$36,000	\$36,720	\$37,455	
				0					
Grand Total									
Grand Total - Voucher Funding Term (Voucher Funds)				\$1,500,000.00	\$14,198.00	\$486,700.00	\$495,670.00	\$503,432.00	\$0.00
Grand Total - Other Funds Budget (Non-CMO Funds)									