

RECIPIENT Ventura County Regional Energy Alliance	AGREEMENT NUMBER ARV-20-009
ADDRESS South Victoria Avenue, #L 1940 Ventura, CA 93009	AGREEMENT TERM 04/14/2021 to 06/30/2024 <small>The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.</small>

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 15
Exhibit A-1 – Project Schedule	Page(s): 3
Exhibit B – Budget – Ventura County Regional Energy Alliance	Page(s): 8
Exhibit B – Sub Budget – Gold Coast Transit District	Page(s): 8
Exhibit B – Sub Budget – County of Ventura – General Service Agency	Page(s): 8
Exhibit B – Sub Budget – MV Transportation	Page(s): 8
Exhibit B – Sub Budget – City of Thousand Oaks	Page(s): 8
Exhibit C – General Terms and Conditions	Page(s): 25
Exhibit D – Special Terms and Conditions	Page(s): 2
Exhibit E – Contacts	Page(s): 1

REIMBURSABLE AMOUNT
\$ 2,500,000
MINIMUM MATCH SHARE REQUIRED
\$ 1,434,248
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH
\$ 3,934,248

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE Adrienne Winuk	DATE Digitally signed by Adrienne Winuk Date: 2021.05.26 12:50:06 -07'00'	AUTHORIZED SIGNATURE 	DATE 5/24/21
NAME Adrienne Winuk		NAME Sue Hughes	
TITLE Contracts, Grants, and Loans Office Manager		TITLE Executive Director	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

Exhibit A
SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		EV Coach
3		Community Electric Vanpool
4		Workforce Education and Training (WET)
5	X	GOnow Microtransit
6		City of Thousand Oaks Electric Bus Accelerator
7		County of Ventura Electric Remote Motor Pool Transition

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Heather Allen and Kelly Cattanaach (VCREA)		
2	EV Coach TBD and Heather Allen (VCREA)		
3	EV Coach TBD (VCREA), Victor Espinosa, Chris Melton	MICOP	Ventura County General Services Agency
4	EV Coach TBD		VCCCD,TBD
5	Margaret Schoep and James Beck	GCTD	
6	John Brooks	City of Thousand Oaks	
7	Chris Melton	Ventura County General Services Agency	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CEC	California Energy Commission
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program

Term/ Acronym	Definition
CPR	Critical Project Review
FTD	Fuels and Transportation Division
GHG	Greenhouse Gas
MICOP	Mixteco Indígena Community Organizing Project
Recipient	Ventura County Regional Energy Alliance, also VCREA
VCCCD	Ventura County Community College District
WET	Workforce Education and Training

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute 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, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #8 which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021. GFO-19-603 and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of CEC's Award, the CEC's

Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

California has an ambitious goal to reach 5 million Zero Emission Vehicles (ZEV) by 2030. To reach this goal, significant barriers need to be overcome, particularly in deploying chargers at workplaces, multi-family housing, and in Low-income and Disadvantaged Communities. While adding EV chargers to single family residences is relatively straightforward, providing charging opportunities is much more complicated for potential EV drivers who park on-street or are unable to access charging at multi-family housing.

Lack of charging opportunities at home, at workplaces, or convenient fast charging availability causes potential EV drivers to not purchase an EV. Condo associations may not allow potential EV drivers to charge at commonly owned carports or assigned parking. Additionally, electrical rooms can be full or difficult to add new circuits or meters. Rental property owners face these issues as well and have little incentive to add charging infrastructure. Even if owners or renters are interested in adding chargers, lack of knowledge and finances holds back projects. Low-income and Disadvantaged Communities face all the above problems as well as much higher transportation costs as a percentage of income.

Five million ZEVs statewide equates to more than one-eighth of the vehicles in a community being ZEVs. According to Department of Motor Vehicle data, Ventura County currently has approximately 9,437 pure battery electric vehicles (BEV) or plug-in hybrid electric vehicles (PHEV), or 1.2% of Ventura County's 723,425 registered vehicles. To achieve the region's share of California's 5 million ZEVs by 2030, Ventura County will need 35,307 ZEVs by 2025, and 116,777 ZEVs by 2030. The good news is that recent ZEV sales across California have reached nearly 10% of new vehicles sales, but steady increases to 30 to 40% of new vehicles sales by 2030 will be needed to achieve the 2030 goal. As of January 2020, the County hosted 54 Level 1 chargers, 324 Level 2 chargers, and 100 DC Fast Chargers. To achieve California's charging infrastructure goals Ventura County will also need to develop a network of more than 3,240 EV charging stations at or near multifamily residential properties, workplaces, and public destinations by 2025. We need to develop a robust regional charging network to ensure EV drivers that they will have access to convenient charging options.

Goals of the Agreement:

The goal of this Agreement is to accelerate and support the deployment of electrified transportation and charging infrastructure through EV awareness, outreach, and education; by providing reliable and clean electric mobility services; and by supporting workforce engagement and training.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Provide multilingual resources and focused outreach for Low-income and Disadvantaged Communities.
- Produce an Outreach Plan that will provide consumer assistance on EV options and information for successful EV charging infrastructure deployment and usage.

- Provide reliable and clean electric mobility services to Low-income and Disadvantaged Communities and educate community members on these services.
- Develop and support EV training curriculum and courses for local colleges and universities and apprenticeship programs to create career connections, especially for educationally disadvantaged individuals through Ventura Community College District.
- Provide electric public transit buses for Thousand Oaks Transit and plans to transition their fleet to all EVs ahead of state timelines.
- Begin the transition of the County of Ventura General Services Agency's motor pool to electric vehicles.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CAM shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Agreement Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Agreement Manager to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants

- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:
 - What to do with any equipment purchased with CEC funds (Options)
 - CEC's request for specific "generated" data (not already provided in Agreement products)
 - Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
 - "Surviving" Agreement provisions
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report

- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided

- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)

- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 EV COACH

The goal of this task to help accelerate and support EV and charging infrastructure deployment throughout Ventura County and increase the number of registered EVs registered and charging stations deployed in Ventura County. This will be achieved through EV-related outreach with a special focus on multilingual outreach to Low-income and Disadvantaged Communities, hosting EV 101s and Ride and Drive events, technical assistance and support for sources of available funding, grant capacity building, creating workforce education and training (WET) opportunities with VCCCD, and assisting the Mixteco/Indígena Community Organizing Project(MICOP) with implementing a community electric vanpool

The Recipient shall:

- Establish an EV Coach for a minimum of three years to provide direct consumer assistance; serve as a resource for Ventura community and businesses; and be primary liaison for the staff of the City of Ventura and partner agencies. The EV Coach will perform the following activities, at minimum:
 - Coordinate EV education and outreach activities.

- Develop multilingual resources such as informational brochures and media campaigns to increase awareness of EVs for distribution at EV 101s, EV Ride and Drives, as well as County Health and Wellness fairs, and Earth Day events.
 - Summarize multilingual resources and media campaign materials and disbursement plans in a *Multilingual Resource and Media Campaign Materials Summary Document*.
 - Coordinate all activities to enable VCREA to host at least two EV Ride and Drives a year for a minimum of two years for the Ventura County community.
 - Coordinate all activities to enable VCREA to host at least five EV 101s a year for three years for the Ventura County community.
 - Write and submit an *Annual Activities Report* on the EV Ride and Drives and EV 101s hosted.
 - Write *AB 1236 Permit Streamlining Report*.
 - Write *Final Outreach Report* describing all outreach and activities, information on the target communities, and including photographs.
 - Respond to requests for information, identify transport requirements, and assist with appropriate EV options, including funding opportunities, for Ventura County community members, businesses, and fleet managers to facilitate possible EV adoption.
 - Provide the EV Coach's contact information and be responsive to all communication from the Ventura County community, City staff, and partner agencies inquiring about EVs, charging stations, and available incentives.
 - Track EV pricing and related costs such as local utility rates.
 - Summarize activities conducted and submit in a *Quarterly EV Coach Report*.
- Host at least two EV Ride and Drives a year for a minimum of two years for the Ventura County community.
 - Host at least five EV 101s a year for three years for the Ventura County community.
 - Any personal information as defined under the Information Practices Act (California Civil Code section 1798 et seq.) that is collected by Recipient under this agreement shall not be sent to the CEC. Recipient shall also ensure that it complies with all applicable laws concerning personal information, including but not limited to the Information Practices Act.

Products:

- Multilingual Resource and Media Campaign Materials Summary Document
- Annual Activities Report
- AB 1236 Permit Streamlining Report
- Final Outreach Report
- Quarterly EV Coach Report

TASK 3 COMMUNITY ELECTRIC VANPOOL

The goal of this task is to provide reliable and clean mobility services to Low-income and Disadvantaged Community(ies). A plug-in hybrid electric minivan will be used to transport

community program participants and community leaders to and from meetings, events, appointments, and activities.

The Recipient shall:

- Identify Low-Income and Disadvantaged community(ies) to receive reliable and clean mobility services and submit *list of Low-Income and Disadvantaged community(ies)* identified.
- Procure and install a solar BEAM EV Arc to service the purchased plug-in hybrid minivan, and ensure that service is adequate before the vehicle is procured.
- Procure a plug-in hybrid minivan or equivalent vehicle. Recipient must use its own established procurement procedures while adhering to all applicable state and local laws and the terms and conditions of this Agreement.
- Submit an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Utilize a plug-in hybrid minivan or equivalent vehicle to provide transportation services to various meetings, events, and activities, including, but not limited to, the following:
 - Transport community members to EV 101s
 - Transport members of Tequio Youth Group between their home or school to meetings and activities offered by MICOP facilities as well as community events, including college tours and events.
 - Transport community members to EV related educational opportunities, community gatherings, public meetings and workshops.
- Write *Community Electric Vanpool Management & Operations Plan* describing the communities that will be serviced, the planned transportation services and activities over a specified period of time, and the hybrid minivan or equivalent vehicle that will be purchased based on the community requirements.
- Write *Community Electric Vanpool Final Report on Operations and Long-Term Plan* including specifications and pictures of the purchased vehicle, operational data, usage, supported services and activities, and a plan for long-term operation of the vehicle and associated services.

Products:

- Document listing Low-Income and Disadvantaged community(ies) identified to receive reliable and clean mobility services
- AB 841 Certification signed by Recipient's authorized representative
- EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician
- Community Electric Vanpool Management & Operations Plan

- Community Electric Vanpool Final Report on Operations and Long-Term Plan

TASK 4 WORKFORCE EDUCATION & TRAINING (WET)

The goal of this task is to develop EV training curriculum and create career connections for educationally disadvantaged individuals by working with Ventura County Community College District (VCCCD), Union apprenticeship programs, other local colleges/universities, such as California State University, Channel Islands, to support EV training curriculum development based on regional needs and job opportunities, including courses covering EV infrastructure development.

The Recipient shall:

- Develop EV training curriculum and offer an EV-related training course approved by the Workforce Development Board, Port of Hueneme, 3C-REN, Clean Power Alliance, Ventura Community College District, and the Clean Power Alliance.
- Teach an EV-related training course at least once a semester for three years.
- Include information on internship opportunities and soft skills training, such as resume development and interviewing best practices, in the EV training curriculum.
- Write *Workforce Education and Training Report* on the EV training curriculum and offerings, including information on the EV-related training courses, value of the courses to students, and internship opportunities.

Products:

- Final Workforce Education and Training Report

TASK 5 GONOW MICROTRANSIT

The goal of this task is to increase and enhance the availability of transportation to those living in Low-income and Disadvantaged Community(ies) by providing a new clean mobility solution with the purchase of a light duty electric bus (E-bus) while accelerating the electrification of a public paratransit light-duty fleet.

The Recipient shall:

- Conduct outreach to targeted Low-Income and Disadvantaged communities and the local Neighborhood Councils through brochures, community meetings, marketing, and outreach to introduce microtransit services.
- Procure an appropriate electric bus based on analysis of requirements developed from community outreach. Recipient must use its own established procurement procedures while adhering to all applicable state and local laws and the terms and conditions of this Agreement.
- Ensure the availability of charging infrastructure is adequate to serve the bus before the vehicle is procured.
- Provide transportation services and operations to targeted communities. for three

years.

- Initiate reservation, dispatch, and reporting software.
- Write *Microtransit Management & Operations Plan* describing targeted communities, outreach materials, results of outreach used to analyze requirements and develop specifications for an electric bus, and planned services and operations over the three-year period.
- Write *Final Report on Microtransit Operations and Long-Term Plan* describing the microtransit operations to the targeted communities, including pictures; information and data on usage and costs; charger and electricity usage; route information; reservation and dispatching information; and plans for long-term operations of the microtransit service.

Products:

- Microtransit Management & Operations Plan
- Final Report on Microtransit Operations a

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 6 CITY OF THOUSAND OAKS ELECTRIC BUS ACCELERATOR

The goal of this task is to accelerate the electrification of a public transit fleet with the upgrade from two CNG cutaway buses to 100% E-buses.

The Recipient shall:

- Procure electric buses to replace two Compressed Natural Gas buses. Recipient must use its own established procurement procedures while adhering to all applicable state and local laws and the terms and conditions of this Agreement.
- Ensure the availability of charging infrastructure needed to serve the buses before the vehicles are procured.
- Introduce Thousand Oaks Transit staff to E-buses and facilitate a transition to an all EV fleet ahead of the state mandated timeline.
- Write *Final Report on E-bus Operations and Long-Term Plan* including information on the electric buses (with pictures), training for Thousand Oaks Transit staff for the buses, operational costs, bus routes, types of communities serviced, and plans for long-term operations.

Products:

- Final Report on E-bus Operations and Long-Term Plan

TASK 7 COUNTY OF VENTURA ELECTRIC REMOTE MOTOR POOL TRANSITION

The goal of this task is to implement the County of Ventura General Services Agency's Strategy for Electric Vehicle Transition and quickly deploy electric vehicles into the highest utilization locations in a cost-effective fashion.

The Recipient shall:

- Procure and install at least nine dual connector chargers with solar canopies capable of supporting dual connector chargers adequate to serve the vehicles based on needs and site assessments, and in conformance with all applicable laws and regulations, including obtaining any necessary permits, prior to vehicle procurement.
- Procure a minimum of eighteen appropriate electric vehicles to transition Ventura motor pool. Recipient must use its own established procurement procedures while adhering to all applicable state and local laws and the terms and conditions of this Agreement.
- Submit an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Utilize vehicle telematics and reports to monitor the utilization of the vehicles and charging infrastructure.
- Write *County Outreach Plan* describing how County staff will be trained in use of the electric vehicles and the chargers, as well as how the telematics will be used to monitor vehicles and chargers.
- Conduct outreach to County staff introducing them to the new EVs and chargers and their benefits.
- Write *Final Utilization Report*.

Products:

- AB 841 Certification signed by Recipient's authorized representative
- EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician
- County Outreach Plan
- Final Utilization Report

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1.1	Attend Kick-off Meeting		
		Updated Schedule of Products	5/21/2021
		Updated List of Match Funds	5/21/2021
		Updated List of Permits	5/21/2021
		Kick-Off Meeting Agenda (CEC)	5/21/2021
1.2	Critical Project Review Meetings		
	1st CPR Meeting	CPR Report	7/20/2021
		Written determination (CEC)	One week after 1st CPR meeting
1.3	Final Meeting		
		Written documentation of meeting agreements	3/4/2024
		Schedule for completing closeout activities	3/4/2024
1.4	Monthly Progress Reports		
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report		
		Final Outline of the Final Report	12/4/2023
		Draft Final Report (no less than 60 days before the end term of the agreement)	1/19/2024
		Final Report	3/28/2024
1.6	Identify and Obtain Match Funds		
		A letter regarding match funds or stating that no match funds are provided	5/21/2021
		Copy(ies) of each match fund commitment letter(s) (if applicable)	5/21/2021
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

Attachment 4

1.7 Identify and Obtain Required Permits	Letter documenting the permits or stating that no permits are required	6/28/2021
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8 Obtain and Execute Subcontracts	Letter describing the subcontracts needed, or stating that no subcontracts are required	5/21/2021
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days execution date
2 EV COACH	Multilingual Resources and Media Campaign Materials Summary Document	6/30/2022
	AB 1236 EV Permit Streamlining Report	12/17/2021
	Annual Activities Report	8/31/2022
	Quarterly EV Coach Report	8/31/2023
	Quarterly EV Coach Report	quarterly
	Final Outreach Report	2/28/2024
3 COMMUNITY ELECTRIC VANPOOL	Document listing Low-Income and Disadvantaged community(ies) identified to receive reliable and clean mobility services	12/30/2021
	AB 841 Certification signed by Recipient's authorized representative	6/30/2022
	EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician	6/30/2022
	Community Electric Vanpool Management & Operations Plan	6/30/2021
	Community Electric Vanpool Final Report on Operations and Long-Term Plan	2/28/2024
4 WORKFORCE EDUCATION & TRAINING	Final Workforce Education and Training Report	2/28/2024
5 GOnow MICROTRANSIT		
	Microtransit Management & Operations Plan	6/30/2021
	Final Report on Microtransit Operations and Long-Term Plan	2/28/2024
6 CITY OF THOUSAND OAKS ELECTRIC BUS ACCELERATOR		

Attachment 4

	Final Report on E-bus Operations and Long-Term Plan	2/28/2024
7	COUNTY OF VENTURA ELECTRIC REMOTE MOTOR POOL T	
	AB 841 Certification signed by Recipient's authorized representative	6/30/2022
	EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician	6/30/2022
	County Outreach Plan	7/30/2021
	Final Utilization Report	2/28/2024

Category Budget
(see instructions)

Name of Organization

Ventura County Regional Energy Alliance

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ 310,038	\$ 14,406	\$ 324,444
Fringe Benefits	\$ 170,521	\$ 7,923	\$ 178,444
Total Labor	\$ 480,559	\$ 22,329	\$ 502,888
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 20,998	\$ 15,800	\$ 36,798
Subcontractors	\$ 1,951,937	\$ 1,393,958	\$ 3,345,895
Total Other Direct Costs	\$ 1,972,935	\$ 1,409,758	\$ 3,382,693
Indirect Costs	\$ 46,506	\$ 2,161	\$ 48,667
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ 46,506	\$ 2,161	\$ 48,667
Grand Totals	\$ 2,500,000	\$ 1,434,248	\$ 3,934,248

Attachment 5

Direct Labor (Unloaded) (see instructions)

Ventura County Regional Energy Alliance

Hourly Rates

Employee Name	Job Classification / Title (for 3 years)	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
Heather Allen	Program Administrator II	\$ 79.00	791	\$ 62,489	\$ -	\$ 62,489
Kelly Cattnach	Program Administrator II	\$ 79.00	528	\$ 27,307	\$ 14,406	\$ 41,713
TBD	EV Coach	\$ 47.00	4,686	\$ 220,242	\$ -	\$ 220,242
TBD	Program Administrator III	\$ 87.00	-	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ 310,038	\$ 14,406	\$ 324,444

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

	Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals	\$ 310,038	\$ 14,406	\$ 324,444

Fringe Benefits
(see instructions)

Ventura County Regional Energy Alliance

[illegible]

Attachment 5

Travel

(see instructions)

Ventura County Regional Energy Alliance

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Equipment (see instructions)

Ventura County Regional Energy Alliance

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Attachment 5

Materials & Miscellaneous

(see instructions)

Ventura County Regional Energy Alliance

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
2	Outreach material production	Public outreach to increase EV awareness and adoption	Varies	Varies	\$ 1,498	\$ -	\$ 1,498
2	EV Ride and Drive Events	Public outreach to increase EV awareness and adoption. Expenses include: 1) Renting chairs, tables, pop-up tents, trash/recycling bins, traffic cones, and other misc. items for sectioning off the event location; 2) small event expenses like purchasing wristbands, chalk, clipboards, foam boards, and traffic tape; and 3) printing material specific to the ride and drive events like signs, banners, brochures, etc.	Varies	Varies	\$ 3,000	\$ -	\$ 3,000
4	Workforce education and training & curriculum development	Prepare workforce to maintain/repair EVs and provide opportunities for disadvantaged communities	Varies	Varies	\$ 16,500	\$ -	\$ 16,500
3	Materials for striping, repaving and signage for MICOP Parking	To accommodate EVCS	Varies	Varies	\$ -	\$ 15,800	\$ 15,800
Total:					\$ 20,998	\$ 15,800	\$ 36,798

Attachment 5

Subcontracts

(see instructions)

Ventura County Regional Energy Alliance

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
6	City of Thousand Oaks	Accelerate the electrification of a public transit fleet with the purchase of 2 light duty buses	None	\$ 177,087	\$ 427,087	\$ 604,174
5	Gold Coast Transit District	Provide clean mobility solution with purchase of a light duty electric bus to provide services in low-income and disadvantage communities	None	\$ 622,000	\$ 606,254	\$ 1,228,254
3	MICOP	Provide administration and operation of vanpool operation as well as miscellaneous costs associated with ownership of vanpool	None	\$ 99,960	\$ 37,350	\$ 137,310
7	County of Ventura-General Service Agency	Expanding EV offerings at 3 remote motorpool locations and MICOP van and charging station procurement	None	\$ 1,052,890	\$ 323,267	\$ 1,376,157
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ 1,951,937	\$ 1,393,958	\$ 3,345,895

Attachment 5

Indirect Costs and Profit

(see instructions)

Ventura County Regional Energy Alliance

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
County and Department Overhead	15.00%	Direct Labor	\$ 324,443	\$ 46,506	\$ 2,161	\$ 48,667
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ 46,506	\$ 2,161	\$ 48,667

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

Attachment 5

Category Budget (see instructions)

Name of Organization	Gold Coast Transit District
-----------------------------	-----------------------------

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ 45,900	\$ 45,900
Fringe Benefits	\$ -	\$ 20,654	\$ 20,654
Total Labor	\$ -	\$ 66,554	\$ 66,554
Travel	\$ -	\$ -	\$ -
Equipment	\$ 139,000	\$ 80,000	\$ 219,000
Materials/Miscellaneous	\$ -	\$ 150,000	\$ 150,000
Subcontractors	\$ 483,000	\$ 309,700	\$ 792,700
Total Other Direct Costs	\$ 622,000	\$ 539,700	\$ 1,161,700
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ 622,000	\$ 606,254	\$ 1,228,254

Attachment 5

Direct Labor (Unloaded) (see instructions)

Gold Coast Transit District

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ -	\$ -	\$ -

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
Margaret Schoep	Paratransit & Special Projects Manager	\$ 9,002.57	30	\$ -	\$ 22,950	\$ 22,950
James Beck	Director, Fleet & Facilities	\$ 9,439.89	30	\$ -	\$ 22,950	\$ 22,950
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ 45,900	\$ 45,900

				Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals				\$ -	\$ 45,900	\$ 45,900

Fringe Benefits
(see instructions)

[illegible]

Attachment 5

Travel (see instructions)

Gold Coast Transit District

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Equipment (see instructions)

Gold Coast Transit District

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
5	Ford Transit EV Passenger Van and conversion to paratransit use	Provide transportation needs	1	\$ 219,000	\$ 139,000	\$ 80,000	\$ 219,000
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ 139,000	\$ 80,000	\$ 219,000

Attachment 5

Materials & Miscellaneous

(see instructions)

Gold Coast Transit District

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
5	TransLoc Software	Reservations Systems Annual Support Fees	3	\$ 25,000	\$ -	\$ 75,000	\$ 75,000
5	EcoLane Software	Dispatch/Reporting Systems Annual Support Fees	3	\$ 25,000	\$ -	\$ 75,000	\$ 75,000
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ 150,000	\$ 150,000

Attachment 5

Subcontracts

(see instructions)

Gold Coast Transit District

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
5	MV Transportation	Operate bus service to disadvantage community		\$ 483,000	\$ 298,700	\$ 781,700
5	Coverly Professional Services	Provide marketing/outreach services to promote new available service	SB	\$ -	\$ 11,000	\$ 11,000
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ 483,000	\$ 309,700	\$ 792,700

Attachment 5

Indirect Costs and Profit

(see instructions)

Gold Coast Transit District

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

Attachment 5

Category Budget (see instructions)

Name of Organization	County of Ventura- General Service Agency
-----------------------------	---

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$ 1,052,890	\$ 323,267	\$ 1,376,157
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ 1,052,890	\$ 323,267	\$ 1,376,157
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ 1,052,890	\$ 323,267	\$ 1,376,157

Attachment 5

Direct Labor (Unloaded) (see instructions)

County of Ventura- General Service Agency

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ -	\$ -	\$ -

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

				Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals				\$ -	\$ -	\$ -

Attachment 5

Fringe Benefits (see instructions)

County of Ventura- General Service Agency

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
	0.00%	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals		\$ -	\$ -	\$ -	\$ -

Attachment 5

Travel (see instructions)

County of Ventura- General Service Agency

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Equipment (see instructions)

County of Ventura- General Service Agency

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
7	Chevrolet Bolt BEV	Expansion of EV Motorpool	18	\$ 33,034	\$ 445,959	\$ 148,653	\$ 594,612
7	Chargepoint Dual Port Charging Station	Provided EV motorpool charging ability	9	\$ 5,000	\$ 33,750	\$ 11,250	\$ 45,000
7	BEAM EV ARC Charging Canopy with increased battery storage for dual connector chargers	Supply remote electricity for charging stations	9	\$ 70,356	\$ 469,840	\$ 163,364	\$ 633,204
3	2021 Chrysler Pacifica Hybrid Minivan	To provide clean mobility solution to provide services in low-income and disadvantage communities	1	\$ 43,437	\$ 43,437	\$ -	\$ 43,437
3	BEAM EV ARC and Charging Station, single connector	To provide clean mobility solution to provide services in low-income and disadvantage communities	1	\$ 59,904	\$ 59,904	\$ -	\$ 59,904
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ 1,052,890	\$ 323,267	\$ 1,376,157

Attachment 5

Materials & Miscellaneous (see instructions)

County of Ventura- General Service Agency

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Attachment 5

Subcontracts

(see instructions)

County of Ventura- General Service Agency

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Indirect Costs and Profit

(see instructions)

County of Ventura- General Service Agency

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

Attachment 5

Category Budget (see instructions)

Name of Organization	MV Transportation
-----------------------------	-------------------

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ 284,124	\$ 175,702	\$ 459,826
Fringe Benefits	\$ 156,268	\$ 96,633	\$ 252,901
Total Labor	\$ 440,392	\$ 272,335	\$ 712,727
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ 42,608	\$ 26,365	\$ 68,973
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ 42,608	\$ 26,365	\$ 68,973
Grand Totals	\$ 483,000	\$ 298,700	\$ 781,700

Attachment 5

Direct Labor (Unloaded) (see instructions)

MV Transportation

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
TBD	GONow Driver	\$ 43.53	10,566.0	\$ 284,124	\$ 175,702	\$ 459,826
Hourly Direct Labor Totals				\$ 284,124	\$ 175,702	\$ 459,826

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

				Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals				\$ 284,124	\$ 175,702	\$ 459,826

Fringe Benefits
(see instructions)

MV Transportation	
-------------------	--

3 ARV-20-009
Ventura County Regional Energy Alliance

Attachment 5

Travel (see instructions)

MV Transportation

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Equipment (see instructions)

MV Transportation

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Attachment 5

Materials & Miscellaneous

(see instructions)

MV Transportation

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Attachment 5

Subcontracts

(see instructions)

MV Transportation

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Indirect Costs and Profit

(see instructions)

MV Transportation

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
Overhead	15.00%	Direct Labor	\$ 459,826	\$ 42,608	\$ 26,365	\$ 68,973
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ 42,608	\$ 26,365	\$ 68,973

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

Attachment 5

Category Budget (see instructions)

Name of Organization	City of Thousand Oaks
-----------------------------	-----------------------

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$ 177,087	\$ 427,087	\$ 604,174
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ 177,087	\$ 427,087	\$ 604,174
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ 177,087	\$ 427,087	\$ 604,174

Attachment 5

Direct Labor (Unloaded) (see instructions)

City of Thousand Oaks

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ -	\$ -	\$ -

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

				Commission Funds	Match Share	Total
Direct Labor Grand Totals				\$ -	\$ -	\$ -

Attachment 5

Travel (see instructions)

City of Thousand Oaks

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Equipment (see instructions)

City of Thousand Oaks

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
6	Phoenix Motorcar Zeus 400 Front Lift Cutaway ADA bus	Replacement of CNG buses that provide transportation services to the region	2	\$ 302,087	\$ 177,087	\$ 427,087	\$ 604,174
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ 177,087	\$ 427,087	\$ 604,174

Attachment 5

Materials & Miscellaneous (see instructions)

City of Thousand Oaks

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

Attachment 5

Subcontracts

(see instructions)

City of Thousand Oaks

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Attachment 5

Indirect Costs and Profit

(see instructions)

City of Thousand Oaks

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

EXHIBIT C

ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY PROGRAM (ARFVTP) TERMS AND CONDITIONS

TABLE OF CONTENTS

SECTION	PAGE NO.
1. Grant Agreement.....	2
2. Documents Incorporated by Reference	2
3. Funding Limitations	3
4. Due Diligence	3
5. Products.....	3
6. Reports.....	3
7. Publications - Legal Statement on Reports and Products	5
8. Changes to the Agreement.....	5
9. Contracting and Procurement Procedures	7
10. Bonding and Insurance.....	8
11. Permits and Clearances	8
12. Equipment.....	8
13. Termination.....	8
14. Stop Work.....	9
15. Travel and Per Diem	9
16. Standard of Performance.....	10
17. Payment of Funds	11
18. Fiscal Accounting Requirements.....	13
19. Indemnification	16
20. Workers' Compensation Insurance.....	16
21. General Provisions.....	16
22. Certifications and Compliance	18
23. Site Visits	20
24. Confidentiality.....	20
25. Budget Contingency Clause.....	21
26. Public Works -- Payment of Prevailing Wages.....	21
27. Intellectual Property	24
28. Commission Remedies for Recipient's Non-Compliance.....	24
29. Assembly Bill 841 (2020).....	24

TERMS AND CONDITIONS

1. ***Grant Agreement***

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. ***Documents Incorporated by Reference***

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. *Funding Limitations*

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5. *Products*

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. *Reports*

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Alternative and Renewable Fuel and Vehicle Technology Program management has verified satisfactory completion of work.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. Failure to Comply with Reporting Requirements

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

7. Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

10. *Bonding and Insurance*

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. *Permits and Clearances*

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. *Equipment*

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. *Termination*

This project may be terminated for any reason set forth below.

a. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
 - Reorganization to a business entity unsatisfactory to the Energy Commission;
 - Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
 - The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
 - Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.
- b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

15. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

Reimbursable Amount \$200,000
Minimum Match Share Required \$50,000
Total of Reimbursable Amount and Minimum Match Share Required \$250,000
Minimum Match Share Percentage of Total Allowable Project Costs 20%

the Recipient agrees to be liable for a minimum of 20% (\$50,000 divided by \$250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is \$125,000, the Recipient shall have provided a minimum of \$25,000 (\$125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

- A. Energy Commission funds disbursed = \$110,000
- B. Match Share Documented and Approved = \$15,000
- C. Total Allowable Project Costs = \$125,000 (Line A plus Line B)
- D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
- E. Minimum Match Share Amount Required = \$25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, \$10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C "Payment of Funds" and "Fiscal Accounting Requirements").

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

21. General Provisions

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

- c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

- (1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:
 - (a) A change of address.
 - (b) A change in the 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 Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.
- (2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"

- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

22. *Certifications and Compliance*

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

25. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

26. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

27. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

28. *Commission Remedies for Recipient's Non-Compliance*

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

29. *Assembly Bill 841 (2020)*

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all 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 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 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 moneys 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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. *Priority of these Special Terms*

In the event of a conflict between these Special Terms and other terms in this Agreement, these Special Terms shall govern.

2. *Recipient and All Subcontractors shall comply with the Information Practices Act*

The Information Practices Act ("IPA") is codified at California Civil Code sections 1798 et seq. Personal Information is defined in the IPA at Civil Code section 1798.3(a). Ventura County Regional Energy Alliance ("Recipient"), shall comply and ensure that all of its subcontractors and project partners shall comply with the IPA relative to the activities under this Agreement. This includes but is not limited to complying with Section 1798.16 (Personal Information; maintaining sources of information) and Section 1798.17 (Notice; periodic provision; contents). For example:

- A. Sources of information. Recipient, and Recipient's subcontractors and project partners, shall maintain a record of the source of an individual's Personal Information in accordance with § 1798.16. Per IPA § 1798.16, this requirement does not apply if the data subject is the source of the Personal Information.
- B. Use of information. Pursuant to IPA § 1798.14, the Recipient, and Recipient's subcontractors and project partners shall only use Personal Information for the purposes of this Agreement. Recipient, and Recipient's subcontractors and project partners shall not disclose any Personal Information to any person or entity other than the Energy Commission and Energy Commission employees.
- C. Security. Pursuant to IPA § 1798.21, Recipient, and Recipient's subcontractors and project partners, shall employ appropriate and reasonable safeguards to ensure the security and confidentiality of Personal Information and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.
- D. Notice. On or with any form used to collect Personal Information from individuals, the Recipient, and Recipient's subcontractors and project partners, shall provide the notice required in § 1798.17. At the time of executing this agreement, § 1798.17 requires the following:
 - (a) The name of the agency and the division within the agency that is requesting the information.
 - (b) The title, business address, and telephone number of the agency official who is responsible for the system of records and who shall, upon request, inform an individual regarding the location of his or her records and the categories of any persons who use the information in those records.
 - (c) The authority, whether granted by statute, regulation, or executive order which authorizes the maintenance of the information.
 - (d) With respect to each item of information, whether submission of such information is mandatory or voluntary.
 - (e) The consequences, if any, of not providing all or any part of the requested information.
 - (f) The principal purpose or purposes within the agency for which the information is to be used.

(g) Any known or foreseeable disclosures which may be made of the information pursuant to subdivision (e) or (f) of Section 1798.24.

(h) The individual's right of access to records containing personal information which are maintained by the agency.

3. Recipient has no Ownership or other Rights to the Personal Information

The Recipient has, and the Recipient shall ensure that its subcontractors and project partners have, no ownership, license, or other rights in Personal Information or in any form in which it is used (e.g., Products). In this regard, the Personal Information shall NOT be treated like Data, Products, Intellectual Property, or other provisions in the Agreement that may indicate that Recipient has ownership, license, or other rights.

4. Rights to Anonymized Information Derived from Personal Information

To the extent that the Recipient uses Personal Information to derive anonymized information that no longer meets the definition of Personal Information, the rights to derived anonymized information follow the rights in Exhibit C. For example, if the Recipient uses Personal Information to derive anonymized figures that are included in a Product, and the Product contains no Personal Information, the rights to the Product flow from Exhibit C, Section 5, like they do for all other Products.

5. Retention and Destruction of Personal Information

Upon the request of the Energy Commission, or upon termination of this Agreement, whichever is earlier, the Recipient and all subcontractors and project partners shall promptly deliver to the Energy Commission or destroy all Personal Information, regardless of form (e.g., written or electronic) and all copies, abstracts, media, and backups thereof, however stored in Recipient's and all of its subcontractors' and project partners' possession. No Personal Information shall remain with Recipient, its subcontractors, or its project partners upon request of the Energy Commission or after the termination of this Agreement, whichever occurs first.

6. Survival

The terms of this Exhibit shall remain in full force and effect in perpetuity.

7. Flow-down

The Recipient shall flow-down the terms in this Exhibit to its subcontractors and project partners.

Exhibit E CONTACT LIST

California Energy Commission	Recipient
<p>Commission Agreement Manager:</p> <p>Sharon Purewal California Energy Commission 1516 Ninth Street, MS-6 Sacramento, CA 95814 Phone: (916) 897-3616 e-mail: Sharon.Purewal@energy.ca.gov</p>	<p>Project Manager:</p> <p>Heather Allen Ventura County Regional Energy Alliance 800 South Victoria Avenue, #L1940 Ventura, CA 93009</p> <p>Phone: (805) 654-2871 Fax: (805) 654-5106 e-mail: Heather.allen@ventura.org</p>
<p>Commission Agreement Office</p> <p>California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4381 Fax: (916) 654-4423</p>	<p>Administrator:</p> <p>Heather Allen Ventura County Regional Energy Alliance 800 South Victoria Avenue, #L1940 Ventura, CA 93009</p> <p>Phone: (805) 654-2871 Fax: (805) 654-5106 e-mail: Heather.allen@ventura.org</p>
<p>Accounting Office</p> <p>California Energy Commission 1516 Ninth Street, MS-2 Sacramento, CA 95814</p>	<p>Accounting Officer:</p> <p>Kelly Cattanaach Ventura County Regional Energy Alliance 800 South Victoria Avenue, #L1940 Ventura, CA 93009</p> <p>Phone: (805) 654-3664 Fax: (805) 654-5106 e-mail: Kelly.cattanaach@ventura.org</p>
<p>Legal Notices:</p> <p>Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: tatyana.yakshina@energy.ca.gov</p>	<p>Recipient Legal Notices:</p> <p>Heather Allen Ventura County Regional Energy Alliance 800 South Victoria Avenue, #L1940 Ventura, CA 93009</p> <p>Phone: (805) 654-2871 Fax: (805) 654-5106 e-mail: Heather.allen@ventura.org</p>