

PROFESSIONAL CONSULTANT SERVICES AGREEMENT – CLEAN MOBILITY
VOUCHER PROGRAM SUBGRANT

STRATOSSHARE INC.

[Riverside Clean Air Car Share]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT – CLEAN MOBILITY VOUCHER PROGRAM (“Agreement”) is made and entered into this 12 day of October, 2021 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and STRATOSSHARE INC., a California corporation (“Consultant”).

RECITALS

A. The Clean Mobility Voucher Pilot Program (Clean Mobility Options Voucher Pilot, CMO Voucher Pilot Program, or CMO) was developed to support the goals of Senate Bill (SB) 1275 (De León, Chapter 530, Statutes of 2014), Assembly Bill (AB) 398 (Eduardo Garcia, Chapter 135, Statutes of 2017) for prioritizing low- and zero-carbon transportation alternatives, and SB 350 (De León, Chapter 547, Statutes of 2015) for overcoming clean transportation barriers for low-income consumers and disadvantaged communities to access clean transportation and mobility options.

B. The CMO Voucher Pilot Program is intended to improve clean transportation access and to increase zero-emission and near zero-emission mobility choices for disadvantaged and low income communities.

C. The CMO Voucher Pilot Program is administered and implemented through a partnership between the California Air Resources Board (“CARB”) and CALSTART (“Program Administrator”).

D. On October 20, 2020, the City submitted an application to the Clean Mobility Voucher Pilot Program.

E. The City’s application proposed to develop the Riverside Clean Air Car Share (“Project”) along with two grant partners, Consultant and University of California-Riverside’s Center for Environmental Research and Technology (CE-CERT);

F. In accordance with the proposal, Consultant has agreed to develop and administer the Project through the deployment of hydrogen vehicles throughout the City which can be rented on an hourly or daily basis by members of the public;

G. Consultant and City desire to memorialize their partnership and the responsibilities for the Project.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Riverside Clean Air Car Share (“Project”) as funded by the Clean Mobility Voucher Pilot Program. Consultant shall carry out the duties as described in the Project Narrative, which is made a part of Exhibit A attached hereto and shall comply with the Clean Mobility Voucher Pilot Program General Duties and Requirements as required by the Implementation Manual for the Clean Mobility Voucher Pilot Program dated September 10, 2020 (“Implementation Manual”), as well as any other applicable provisions of the Implementation Manual which is incorporated herein by this reference, and the Mobility Project Voucher Agreement executed on October 5, 2021 between the City and CALSTART, which is incorporated herein by this reference. A copy of the General Duties and Requirements is included with and made a part of Exhibit “A” attached hereto.

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for five years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Subgrant.** Consultant shall perform the Services under this Agreement for the total sum of Nine Hundred Eighteen Thousand Five Hundred Ninety-Nine Dollars (\$918,599.00) payable in accordance with the terms set forth in the Project budget attached hereto as Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 6 hereof.

4. **Availability Of Funds.** Payment to Consultant is contingent upon the allocation of Funds to the City by the Clean Mobility Voucher Pilot Program. As such, this Agreement is subject to any restriction, limitation, or condition applicable to the Clean Mobility Voucher Pilot Program, which may affect the provisions, terms, or funding of this Agreement in any manner. In the event of funding reduction, including elimination, the City may reduce the Compensation as a whole or as to cost category. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 26. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 27 of this Agreement.

5. **Administrative Requirements.**

5.1 **Use of Funds.** Except as otherwise limited by this Agreement, funds provided to Consultant as Compensation shall be used consistent with the provisions set forth in the Scope of Services attached hereto as Exhibit “A” and any applicable provisions of the Implementation Manual.

5.2 **Budget.** Consultant shall not make expenditures that deviate from the Project, the Implementation Manual, or the guidance given by the Program Administrator.

5.3 **Program Records.** Consultant shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities, including but not limited to, documentation of Compensation received from the City, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period five (5) years after termination of this Agreement or after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

5.4 **Reports.** Consultant shall provide the City with quarterly reports, throughout the term of this Agreement. Reports shall be in the format and contain datasets and information as required by the Program Administrator or the Implementation Manual.

5.5 **Performance Monitoring.** City will monitor the performance of Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Consultant within a reasonable period of time after being notified by the City, termination procedures will be initiated pursuant to Section 27.

5.6 **Recognition of City.** Consultant shall ensure recognition of the City in providing funding for the Services provided by this Agreement. All advertisements, notifications, publications, signs, brochures, and other promotional or information material shall identify the Project as being funded in part by the City of Riverside's Clean Air Car Share Project.

6. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
City of Riverside
Attn: Christina Navaratnam
3900 Main Street, 4th Floor
Riverside, CA 92522

To Consultant

Stratosshare Inc.
Attn: Jonathan Palacio-Avila, CEO
2601 N Del Rosa Ave, Ste. #200
San Bernardino, CA 92404

7. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

8. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

9. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

10. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

11. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

12. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

13. **Indemnification.**

13.1 **Defense Obligation.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working

under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

13.2 **Indemnity.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

14. **Insurance.** In addition to any insurance required by the General Duties and Responsibilities in Exhibit "A," Consultant shall provide the following:

14.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

14.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 13 hereof.

14.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

14.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

14.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

14.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

14.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. CALSTART, State of California, California Air Resources Board, the City, and their officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

14.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$5,000,000 per occurrence and a general aggregate limit in the amount of not less than \$5,000,000.

14.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$5,000,000 per occurrence and an aggregate limit of not less than \$5,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

14.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees

and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that CALSTART, State of California, California Air Resources Board, and the City of Riverside, and their officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

14.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

14.4 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Cyber Liability, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

14.5. Cyber Liability Insurance. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

15. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

16. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

17. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

18. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

19. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

20. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

21. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights

of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

22. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

23. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

24. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

25. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

26. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

27. **Termination.**

27.1 For Cause. The City may terminate this Agreement upon ten (10) days written notice if the Consultant materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time,

including the Implementation Manual;

- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of the funds provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

27.2 Availability of Funding. Should funding change pursuant to Section 4 of this Agreement, the City may terminate this Agreement upon three (3) days written notice to the Consultant.

27.3 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by the City, upon thirty (30) days written notice to the Consultant.

27.4 Costs Following Termination. Costs of Consultant resulting from obligations incurred by Consultant after termination of this Agreement are not allowable unless the City expressly authorizes them.

28. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

29. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

30. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

31. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,

marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

32. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

33. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

34. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

35. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

35.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

35.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

35.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

36. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

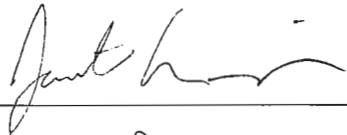
Exhibit “A” - Scope of Services
Exhibit “B” - Compensation
Exhibit “C” - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

STRATOSSHARE INC.,
a California corporation

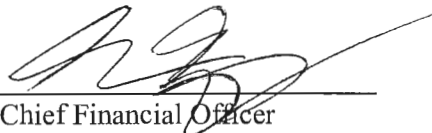
By: _____
City Manager

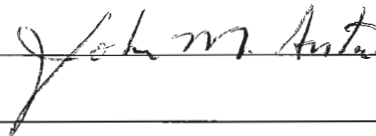
By: 
Jonathan Palacios-Avila
[Printed Name]

Attest: _____
City Clerk

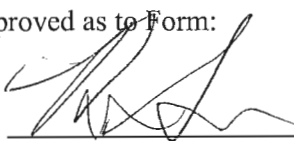
President
[Title]

Certified as to Availability of Funds:

By: 
Chief Financial Officer

By: 
[Printed Name] JOHN M. AVILA

Approved as to Form:

By: 
Deputy City Attorney

VICE PRESIDENT
[Title]

EXHIBIT “A”

SCOPE OF SERVICES

7. Please describe the project proposal.

Project Description, Goals, and Objectives: The City of Riverside (Riverside) and its mobility partner StratosShare, Inc (Stratos) are proposing a zero-emission carshare service that rents hydrogen electric vehicles by the hour or day through the StratosShare app. Understanding the projects mission, the project team has decided to **name the project** “Hydrogen Inland Vehicle Expansion” (HIVE). The name reflects the scope and mission of the proposed project, which is important when communicating the service to the community.

This program intends to further the States goals of providing affordable zero-emission transportation to disadvantaged communities, as stated in SB 1275, 350, and AB 398. That being said, **the primary goal of the project is to reduce the costs of transportation by providing a localized zero-emission, on-demand carshare program for low-income community members within the City of Riverside.** As part of this goal, the project will offer a zero-emission alternative to public transportation that is equitable and convenient for the community. **The project team plans on executing this goal through the following objectives:**

- Stratos will purchase, deploy, and operate a fleet of 30 Fuel Cell Electric Vehicles (FCEV) across seven disadvantage areas within Riverside.
- The vehicles will be available on-demand for up to 2-hours with no fee for approved community members.
- Insurance and fuel will be included with every rental.
- The vehicles will be available 24/7.
- Stratos will operate and maintain the vehicles fleet, as well as vet eligible drivers/community members for Riverside.
- The vehicles will be rented via the StratosShare app.
- Key cars will be administered to community members that do not have access to smartphones.

Overall, the objectives outlined provide a clear and concise plan of action to deliver a transportation solution that conforms to the City’s needs. They all reflect the goals of the CMO Voucher program by enhancing the affordability of zero-emission transportation by reducing the operating costs associated with owning a vehicle.

Transportation Service: As a response to the Community Transportation Needs Assessment, we found that community members need a cost-effective and ADA accessible last/first-mile transportation alternative. Understanding what the needs of the community are, we formulated HIVE to provide free on-demand access to zero-emission vehicles through localized carsharing. Some of the vehicles within the fleet will be retrofitted with hand-controls to make the vehicles ADA accessible. More specifically, these vehicles will be marked as such on the StratosShare app (See Project Technology Below).

As stipulated in the needs assessment report, there are seven areas that are underserved in terms of transportation and air quality. **Please see Table 1 below for a list of the seven vehicle deployment locations where the HIVE will be available.** These areas have a low to medium walkability score and have a high CalEnviroscreen 3.0 ranking. With that said, **the intended users of the HIVE program are**

people that live within the seven proposed service areas. People that live within these areas will be able to submit housing information to StratosShare for verification. Once verified, riders will receive a code that will allow them to complete a member application on the StratosShare app. The app will validate drivers licenses, motor vehicle reports, and other eligibility requirements listed in the end-user eligibility section of the CMO project manual. From here, approved members of the community will receive 2-hours per day of free drive time. If the users go over their 2-hour limit they will only pay \$10/hr, or \$50/day if reservations last longer than 5-hours. As a way to make carsharing more seamless with peoples lives, StratosShare will include fuel and insurance with every reservation. Each vehicle will have its own fuel card inside that customers can use at any hydrogen station within California. As for the insurance, at the beginning of every rental, the app will confirm the drivers identity so that they can be covered under StratosShare rental insurance policy. With this in mind, HIVE is an ideal solution for people that do not have a vehicle or otherwise would use ride hailing as a mode of transportation.

Number of Vehicles	County	Address	Designated Station
5	Riverside	University Extension, Riverside, CA 92507	Riverside Station
5	Riverside	University of California Riverside Lot 1 Riverside Ave, Riverside, CA 92506 33.974073, -117.332444	Riverside Station
4	Riverside	Riverside Community Center: Right next to the park at the community center.	Riverside Station
4	Riverside	Downtown Location: Right next to Food Lab and Bikeshare.	Riverside Station
4	Riverside	Casa Blanca Location: Next to library, several churches, and near the Community Center.	Riverside Station
4	Riverside	Arlanza Location: Next to two large parks that could be used as pedestrian cut through, gives accessibility to and from the surrounding commercial areas.	Riverside Station
4	Riverside	La Sierra Location: Near Tyler Mall.	Riverside Station

Table 1: Deployment locations

Within the areas listed in Table 1 above, **HIVE will provide a one-way, last/first-mile, station based carshare solution.** Drivers will be able to pick up and drop off vehicles at any of the seven Parking Hubs. The Parking Hubs are on City owned property, which will be clearly marked with signage and paint. Furthering the usability of the HIVE carshare service, renters will be able to drop the vehicles off at any StratosShare Parking Hub. StratosShare has over 15 Parking Hubs that span across San Bernardino, Riverside, and Orange Counties. For an example of a Parking Hub, please see image to the right.



In addition to offering a new carshare program in Riverside, **the project will enhance transportation by providing a reliable last/first mile transportation solution for people riding the bus or train.** Each of the proposed parking hubs are near or at bus and train stops. Because last/first-mile transportation is such a main component to meeting the community needs, the StratosShare app will allow people that have subsidized bus and train passes to use HIVE. This means people can submit their bus or train pass information to the app and receive program benefits. Eventually, the StratosShare will integrate with Riverside County Transportation Commission (RCTC) and allow people to use a single app for the train, bus, carshare, or micro-mobility.

Project Technology and Equipment: Technology is an important factor when deploying a new transportation service. As such, the proposed project will deploy a **car share mobility service that uses an app-based reservation system to allow people to reserve, unlock, lock, and push-to-start a vehicle through their smartphone.** The technology being used is provided by StratosShare, they operate the hardware and software that enables people to turn their phone into a key fob. How it works is, StratosShare integrates its hardware with the vehicle's ignition system to establish vehicle to phone communication via Bluetooth. From here, the vehicles receive a serial number that allows them to be seen on the StratosShare app and booked for rentals. In addition, StratosShare has an iOS and Android application that allows people to enter their personal information, such as drivers license, and credit card. Once this information is entered, StratosShare creates a user profile for the person, which allows them to begin renting vehicles through the StratosShare app. To gain a better understanding of this, please see the figure 1 below:

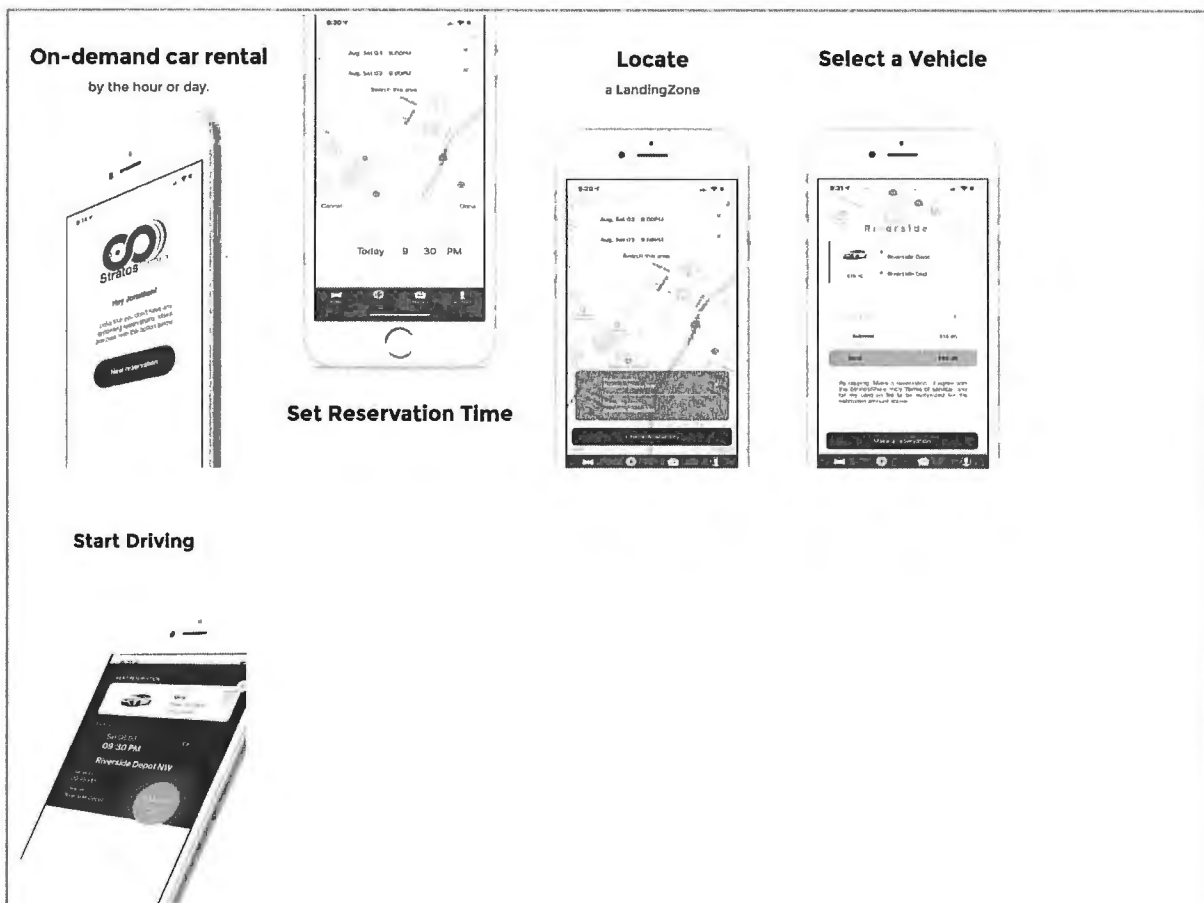


Figure 1: This is an overview of how people with an active StratosShare account is able to rent a vehicle by the hour or day through the app.

The technology used in the proposed car share project transcends beyond the hardware and software of the reservation system. For example, just as the name of the project states, **the HIVE will exclusively utilize FCEV's**, which are **eligible vehicles under the CMO Voucher program**. These vehicles store energy in hydrogen, which enable long range, and quick recharge time. When looking at a vehicle to suit the proposed carshare program and its user group, we wanted to provide a vehicle that can be deployed without the installation of additional infrastructure and allow riders to travel longer distances if needed. **The proposed project does not include any funding request for infrastructure because it will utilize existing hydrogen fueling stations.** After evaluating the community's transportation needs, we found that FCEV's worked best. With an average range of 312 miles and a recharge time of 3-5 min the FCEV is the most utilitarian vehicle for the proposed project. Furthermore, the proposed vehicles will be purchased, enabling longer utilization of vehicles throughout the project. The intent of this program is to continue the service beyond the demonstration period by operating the vehicles for 5-years or 100,000 miles, which is the useful life of the car.

Outreach and Team: In order to have a successful carshare program, outreach is key. That is why the

project team has partnered with community organizations, such as faith-based entities. These entities have existing programs that connect community members to transportation programs. Once the HIVE program comes online, these faith-based entities will help market the program to their constituent base. In addition to community organizations helping generate awareness for the proposed carshare program, StratosShare has an extensive outreach plan that is outlined in great detail under Question 30. For example, StratosShare has marketed and deployed carshare programs in three separate counties. Some of their outreach efforts consist of working with government agencies, nearby businesses, and schools, to let them know about the option to share a vehicle. Furthering these social efforts, StratosShare heavily relies on outreach through social media, and Google. Especially during the COVID pandemic, this form of outreach will be crucial during the beginning of the project.

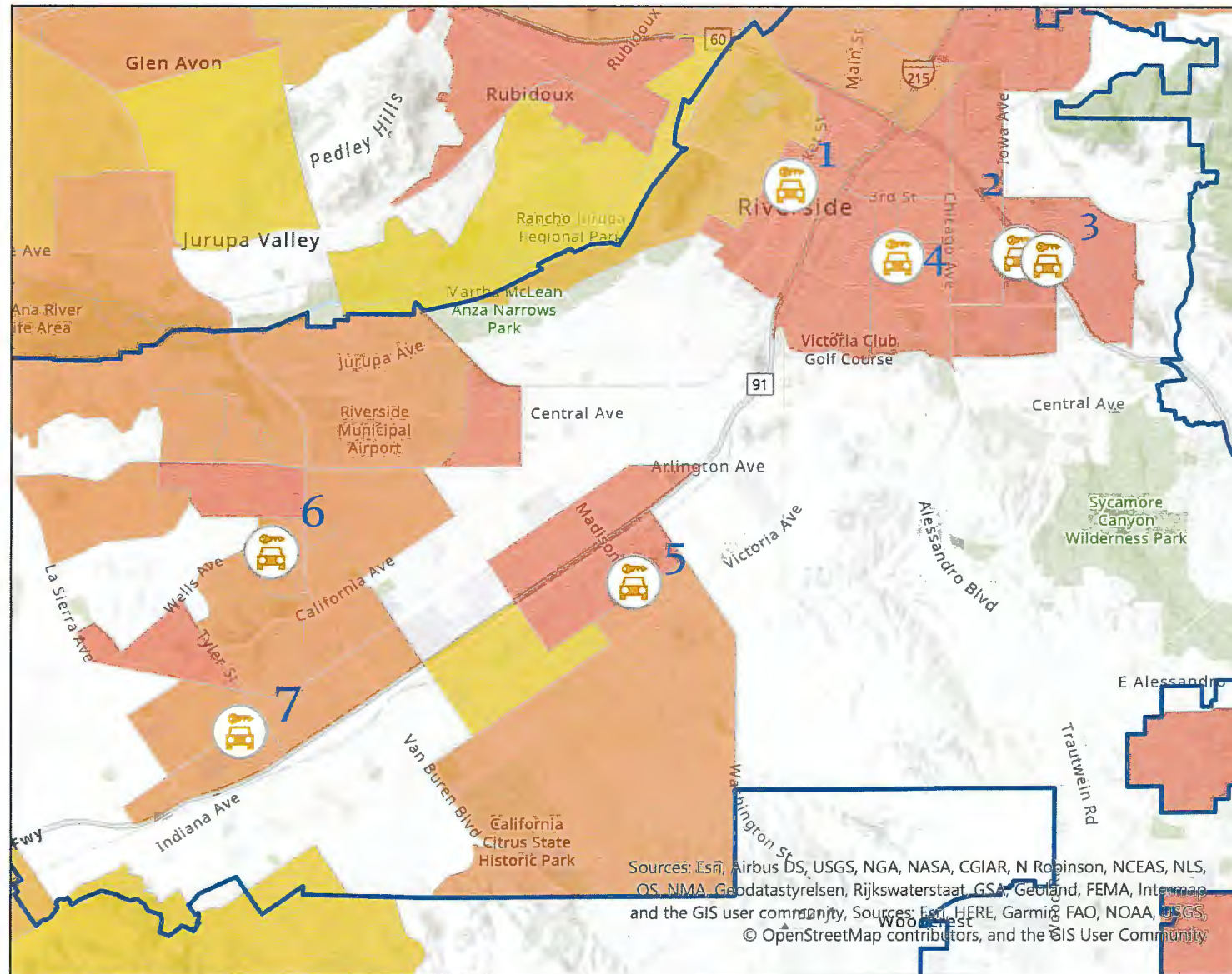
Broadening the outreach scope is establishing program recognition. StratosShare is very passionate about branding, which is why they will come up with a unique vehicle branding package that sets apart the HIVE project from others in the area. This type of marketing ploy will also help as the City of Riverside engages in residents through their city social media pages and events. Other outreach strategies include leaving pamphlets inside the vehicles explaining the project and who our funding partners are. This is a great approach to get riders involved in the community, and to learn about efforts the State is leading to improve our environment.

Another import aspect of having a successful carshare program is the project team. The project team being proposed, consists of the City of Riverside, StratosShare, and University California Riverside- CE-CERT. **These three organizations have unique skill sets that will make the project a success.** For instance, Riverside is the lead applicant and will provide all the public parking required for the vehicles. StratosShare is the mobility partner with over three years of shared mobility experience and will operate the HIVE program. UCR supports the project through data collection, they will consolidate all of the rental and demographic data to help track the success of the project. Through the project partners they have the ability to deliver a carshare program that exceeds the requirements of the CMO voucher program by operating it longer than required and collecting data that can help with future mobility programs.

Note: The response must address all of the following:

- *Project name*
- *Define project goals and main objectives.*
- *What types of mobility services or technologies will be employed?*
- *If you seek funding for expanding an existing mobility service, describe how your proposal will result in increasing ridership or use of an existing mobility service.*
- *Who are the intended users/riders?*
- *Is there any additional transportation enhancement beside the core project model? Explain.*
- *Where will service(s) be provided?*
- *What types of trips or destinations will be served?*

Proposed On-Street Car Sharing Locations





Date: 10.20.2020

**Nathan Mustafa
City of Riverside
3900 Main Street, 7th Floor
Riverside, CA 92522**

Subject: Letter of Commitment and Resource Contribution Letter from StratosShare for City of Riverside's Clean Mobility Options Voucher Pilot Program Proposal

Dear Nathan,

On behalf of the **StratosShare, Inc.** I would like to express our commitment to serving as the **Shared Mobility Operator** for **The City of Riverside** in the California Air Resource Board's Clean Mobility Options Voucher Pilot Program (CMO). The CMO program will increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions (GHG) and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities. The **Lead Applicant Organization** will lead this program with our support in efforts to create cleaner, greener, more thriving communities.

StratosShare, an on-demand car share program that exclusively rents hydrogen fuel cell electric vehicles (FCEV) by the hour or day to the public. StratosShare was founded under the vision to make hydrogen an everyday fuel and we are doing so by providing a low-cost zero-emission transportation system. In 2018 StratosShare partnered with the California Energy Commission and Toyota to deploy FCEV's vehicles in throughout Southern California. These vehicles are strategically located at train stations, universities, airports, and downtowns to provide a first/last-mile transportation solution. Based on these locations customers are able to rent vehicles by the hour or day through the StratosShare app. Drivers download the StratosShare app, create an account, select time of use, pickup/drop-off location, and push to start. It is really that simple, which is the primary focus of our service. We want to make transportation zero-emission, simple, and affordable.

Under this project StratosShare is the sub-applicant and mobility operator that will be responsible for providing an all-inclusive shared mobility solution for disadvantage community residence within the City of Riverside. Under our scope we will be providing:

- 25 fuel cell electric vehicles
- Rental Hardware
- Telemetry Devices
- Car Share Software
- Mobility Operational Services (Insurance, Maintenance, Monitoring, Fuel, and Customer Support)
- Marketing/Outreach materials and staffing

Additionally, StratosShare has committed to providing three **Resource Contributions** that financially support the fuel and all operational cost associated with the project after the two-year demonstration period. Based on this, StratosShare will be providing the following resource contributions:

- **Hydrogen Fuel** - StratosShare will provide a total of \$450,000 in fuel credits, which comes out to \$112,500 per year.
- **Marketing and Outreach**- StratosShare will take the lead in marketing to the community by sponsoring events, and working with local community based organizations. marketing and outreach will total \$12,333 over the course of two years,
- **Fleet Operations & Labor**-StratosShare is committed to subsidizing the insurance, staffing, and maintenance. This resource contribution will come from StratosShare, which is valued at \$386,026 over the course of two years.

Furthermore, we are committed to working with the City and other project partners to collect data and lead public outreach efforts. For example, Stratos will share ridership data collected from the app and telemetry devices, as well as prepare the community outreach materials.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Palacios-Avila'.

Jonathan Palacios-Avila, CEO
StratosShare, Inc
2601 N Del Rosa Ave. Ste #200
San Bernardino, CA 92404

CMO PROJECT MILESTONE SCHEDULE

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

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

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

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

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

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

City of Riverside			
PROJECT MILESTONE SCHEDULE OVER 5-YEAR MOBILITY PROJECT VOUCHER TERM			
A. MILESTONE NUMBER	B. DESCRIPTION OF MILESTONE TO BE ACHIEVED	C. MONTH NUMBER ACHIEVED	D. CALENDAR DATE [ADD AFTER VOUCHER EXECUTION]
1st Funding Year - PLANNING (0 - 12 months) (Launch is required by 12th month)			
Task 1	Voucher agreement executed and project insurance is in compliance:	Month 0 - 1	[Input AFTER Voucher executed]



CMO PROJECT MILESTONE SCHEDULE

Task 1.1	Organize and attend kick-off meeting: Establish team contracts.	Month 1	[Input AFTER Voucher executed]
Task 1.2	Execute and Obtain Contracts (including mobility provider contract):	Month 2	[Input AFTER Voucher executed]
Task 1.3	Obtain and list requirement permits for project	Month 3	[Input AFTER Voucher executed]
Task 1.4	Start Outreach	Month 4	[Input AFTER Voucher executed]
Task 1.5	Start Recruitment for Outreach: StratosShare hires 4 workers to assist with outreach and operations of the Riverside Clean Air Car Share project	Month 5	[Input AFTER Voucher executed]
Task 1.6	Start Equipment Procurement/Delivery: StratosShare begins procurement for vehicles and carshare hardware	Month 6	[Input AFTER Voucher executed]
Task 1.7	Installation of Equipment and Hardware (and submit for reimbursement): Install parking signage and decals for Riverside Clean Air Car Share (installed by City personnel)	Month 7	[Input AFTER Voucher executed]
Task 2	Initiate the establishment of operational procedures of the carshare program.	Month 12	[Input AFTER Voucher executed]
Task 2 (Tasks 2.1-2.3)	Startup and Commissioning:: Established all operational procedures.	Month 12	[Input AFTER Voucher executed]
Task 2.1	Deployment of Vehicles: StratosShare responsible for deployment	Month 12	[Input AFTER Voucher executed]
Task 2.2	Testing of hardware and software: Connectivity strength, reservations, and accuracy of vehicle placement. Compliant-vehicle will be live on the app.	Month 12	[Input AFTER Voucher executed]



CMO PROJECT MILESTONE SCHEDULE

Task 2.3	Demonstrations and Safety Training: StratosShare and City of Riverside lead a series of vehicle and app demos to public and personnel.	Month 12	[Input AFTER Voucher executed]
Task 2.4	Launch Mobility Service Intended users of the service start using the service (if services have not already been launched).	Month 12	[Input AFTER Voucher executed]
2nd Funding Year - OPERATION YEAR 1			
Task 3	Project Operations and Maintenance: StratosShare provides operational procedures for fleet use. Project Partners collect travel data for monthly analysis.	Month 13	[Input AFTER Voucher executed]
3rd Funding Year - OPERATION YEAR 2			
Task 4	Project Operations and Maintenance	Month 25	[Input AFTER Voucher executed]
4th Voucher Year (No CMO Funding) - OPERATION YEAR 3			
Task 5	Project Operations and Maintenance	Month 37	[Input AFTER Voucher executed]
5th Voucher Year (No CMO Funding) - OPERATION YEAR 4			
Task 6	Project Operations and Maintenance	Month 49	[Input AFTER Voucher executed]
Final Task	Voucher Agreement Term Ends.	60 months	[Input AFTER Voucher executed]



Y. PROJECT NON-PERFORMANCE

CARB or its designee has the authority to recoup CMO Voucher Pilot Program funds which were received based upon misinformation or fraud, or for which the Program Administrator or its sub-grantees, Project Lead or its subcontractors, mobility service provider, or vehicle owner is in significant or continual non-compliance with this Implementation Manual or all applicable federal, state, and local laws. CARB also retains the authority to prohibit any entity from participating in CMO Voucher Pilot Program due to non-compliance with program requirements.

Z. GENERAL DUTIES AND REQUIREMENTS

Responsibilities for awardees in the CMO Voucher Pilot Program include project development, outreach and education, project implementation, and reporting project data to the Program Administrator. The awardee's duties and requirements under the CMO Voucher Pilot Program are described in this section.

1. Mobility Project Voucher Awardees

- a. If awardee procures vehicles, including light-duty or medium-duty motorized vehicles, neighborhood electric vehicles, bicycles, scooters, or other micromobility vehicles, or delivers mobility services relying on such vehicles, then the awardee must satisfy all of the following conditions:
 - i. Awardee must comply with all requirements detailed in Section E. Project Eligibility, Section G. Vehicle Eligibility and Section H. Infrastructure Eligibility.
 - ii. Services and vehicles funded by the CMO Voucher Pilot Program must be maintained throughout the Voucher Agreement Term.
 - iii. Awardee must secure approval for a project modification by the Program Administrator prior to using vehicles funded by the CMO Voucher Pilot Program in any way other than described by the project narrative (e.g. the awardee proposes to introduce a new service model not previously identified in the project narrative).
 - iv. Vehicles must be equipped with telematics hardware that allows for recording of geospatial utilization data, consistent with the data collection requirements in Appendix H and make such data available for reporting to the Program Administrator and CARB. If installation of telematics hardware is found to be infeasible, the applicant may request an exemption from this requirement and propose an alternative approach to collecting necessary location and usage data to the Program Administrator, who will consider such requests on a case-by-case basis.

- v. For vehicles purchased with the voucher funds, vehicle titles may be held by an organization on the project team other than the Project Lead. However, the vehicle owner must offer to transfer ownership of the vehicle to the Project Lead or its designee, at no cost, at the end of the Voucher Agreement Term, or at any time that the vehicle owner's contract with the Project Lead is terminated. In the event that a new entity holds the vehicle title, a Project Lead must submit evidence to the Program Administrator that this clause has been agreed to by the new vehicle owner and the Project Lead.
- b. If an awardee is installing infrastructure with voucher funds, including electric vehicle supply equipment (EVSE), hydrogen refueling stations, bicycle/scooter parking or charging infrastructure, bicycle/scooter safety right-of-way improvements, or signage and wayfinding infrastructure:
 - i. Applicant must comply with requirements established in Section H. Infrastructure Eligibility Requirements.
- c. Services must generate revenue from end users and have a rider payment system with pricing that is transparent to the end user. Pricing levels must reflect community input around affordability.
- d. Ensure services are delivered consistent with the following safety requirements:
 - i. Drivers of motor vehicles have current driver's licenses, and the service provider or the Project Lead has a process for checking compliance and ensuring that driver's licenses are current and valid.
 - ii. For Innovative Transit, Ride-on-Demand, or Carpool/Vanpool projects: Project Lead must establish a policy for screening drivers for driving history and criminal background, submit that policy to the Program Administrator for approval prior to operating the service, and comply with that policy.
 - iii. Drivers of motor vehicles are required to follow a pre-trip vehicle inspection protocol prior to all shifts as specified by the fleet operator or the service provider.
 - iv. Fleet has a maintenance plan that includes schedule for routine inspection and maintenance consistent with OEM recommendations at a minimum. Inspections must be performed by a certified mechanic.
 - v. Project Lead must report all equipment failures, accidents, and incidents involving the police other than minor traffic violations to the Program Administrator within 48 hours of occurrence. This also should be included in the quarterly status reports.

- vi. Fleet operators must devise a system that enables users to report safety issues to the operator. Safety issues must be resolved prior to further vehicle use. Project Leads are responsible to provide documentation as part of their status reports to the Program Administrator that any prior safety issues have been resolved.
- e. Ensure services are delivered consistent with the following accessibility requirements:
 - i. Awardee must conduct community outreach to understand accessibility challenges in the community, gauge potential demand for accessibility equipment, and reflect demand in project design, including:
 - 1. Hand controls for carshare, carpool, or vanpool vehicles
 - 2. Wheelchair accessible vehicles
 - 3. Adaptive bicycles/scooters
 - 4. Driver education for serving disabled riders
 - ii. If web / mobile apps are used, such systems are made accessible for visually-/hearing-disabled using WCAG 2.0 and are in compliance with Section 508 of the federal Rehabilitation Act.
 - iii. Service animals must be permitted to ride in motor vehicles as requested, and safely do so.
- f. Develop, administer, and maintain a user-friendly vehicle reservation or ride request system; at a minimum, provide one of the following options:
 - i. Telephone call-based reservations fulfillment.
 - ii. Text-based reservation system.
 - iii. Flexible “street hail” option or designated shuttle stops.
- g. Provide payment options for end-users that do not have bank accounts with associated debit cards or credit cards. Examples include cash exchange, pre-paid debit cards, or payment through a cloud-based wallet that can be loaded through in-person payment.
- h. Hours of Operation: Hours of operation must be clearly designated. Services must be available to users at least 5 days a week and at least 12 hours per service day.
- i. Vehicles in Service: No more than 20 percent of the committed vehicle fleet should be out of service at one time during designated hours of operation, and no single motor vehicle in the fleet should be out of service for more than one week at a time. Awardees must report vehicles out of service and fleet size in quarterly reports, consistent with Appendix H. Data Collection Requirements.

- j. Data Collection and Reporting Requirements: The applicant is responsible to collect and monitor project data, including but not limited to, vehicle, bicycle and other clean mobility options' specifications, performance, operation and maintenance data, as specified in Section N and Appendix H of this manual. The Program Administrator will coordinate with the lead applicant to obtain these data and administer surveys to participants to collect usage data and other information upon execution of the voucher agreement.
- k. Develop policies and procedures documents and flow charts that describe applicant's administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting. Examples include, but are not limited to:
 - i. Organizational charts
 - ii. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 - 1. Outreach and education.
 - 2. Participant evaluation, enrollment, and tracking.
 - 3. Vehicle reservations, tracking, and maintenance.
 - 4. Data collection and reporting.
 - iii. Develop and maintain accounting procedures to track expenditures.
 - iv. Provisions to protect against conflict of interest.
 - v. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred.
- l. Fulfilling CEQA requirements: The Program Administrator or CARB can terminate the agreement if it finds that the awardee cannot definitively demonstrate that its project is exempt from CEQA. Such a demonstration will typically involve a showing that the "CEQA Lead Agency," as that term is defined in CEQA, responsible for any discretionary approval of the project has properly filed a Notice of Exemption (NOE) for the project and 35 days has elapsed since the filing of the NOE without there being a judicial challenge to the NOE (See Appendix F. CEQA Compliance and Permitting Requirements for more details).
- m. Awardees that did not include an "experienced partner" in their application must have a contract with either a mobility operator listed in the CMO Clean Mobility Provider

Directory, or an entity who meet the minimum qualification criteria to be on the Directory but not currently listed, within 3 months of the voucher execution date.

- n. Insurance Requirements: Awardee (or Project Lead) must comply with all requirements outlined in the General Provisions and Insurance Requirements below. No payments will be made under the voucher agreement until the project lead fully complies with all insurance requirements. The project lead is responsible to submit the proof of insurance annually until the end of voucher agreement term.

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

1. Coverage Term: Coverage needs to be in force for the complete term of the voucher agreement. If insurance expires during the term of the voucher agreement, a new certificate must be received by the Program Administrator at least 30 calendar days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the voucher agreement.
2. Policy Cancellation or Termination & Notice of Non-Renewal: Awardee (or Project Lead) is responsible to notify the Program Administrator within 5 calendar days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and awardee agrees no work or services will be performed prior to obtaining such approval. In the event the awardee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this voucher agreement immediately upon the occurrence of such event, subject to the provisions of the voucher agreement.
3. Premiums, Assessments and Deductibles: Awardee (or Project Lead) is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause: Any required insurance contained in this voucher agreement shall be primary, and not excess or contributory, to any other insurance carried by the Program Administrator and/or the State.
5. Insurance Carrier Required Rating: All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the awardee (or Project Lead) is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements: Any required endorsements requested by the Program Administrator must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate the awardee’s obligations under the voucher agreement.
 8. Satisfying a Self-Insured Retention (SIR): All insurance required by the voucher agreement must allow the State (CARB) or the Program Administrator to pay and/or act as the awardee’s agent in satisfying any SIR. The choice to pay and/or act as the awardee’s agent in satisfying any SIR is at the State’s (CARB) discretion.
 9. Available Coverages/Limits - All coverage and limits available to the awardee shall also be available and applicable to the State and the Program Administrator as additional insureds.
 10. Subcontractors: In the case of awardee’s or Project Lead’s utilization of subcontractors to complete the contracted scope of work, awardee shall include all subcontractors as additional insured’s under awardee’s insurance or supply evidence of the subcontractor’s insurance to the Program Administrator that is equal to policies, coverages and limits required of awardee.
- ii. Insurance Requirements for **Mobility Project Voucher Awardees**: Awardee (or Project Lead) shall display evidence of the following on a certificate of insurance. After the voucher is awarded, failure to provide the certificate upon request will result in the termination of the voucher agreement. The awardee must assure the project funded by the Program Administrator fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
1. Commercial General Liability: Awardee (or Project Lead) shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent awardees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to awardee’s limit

of liability. **The policy must name “the Program Administrator (CALSTART), State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations”.**

2. Automobile Liability

- a. Awardee (or Project Lead) shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$5,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. “Any Auto” symbol 1 is required. **The policy must name “the Program Administrator (CALSTART), State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations”.**
- b. By signing the voucher agreement, the awardee certifies that the awardee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. Auto Physical Damage: Awardee (or Project Lead) shall maintain auto physical damage and collision coverage with a deductible no higher than \$1,000; comprehensive, fire and theft insurance with a deductible no higher than \$1,000.

3. If applicable, in addition to the insurance requirements listed above, the awardee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:

If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; **OR,**

If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

Either policy must name “the Program Administrator (CALSTART), State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations.”

4. **Workers’ Compensation and Employer’s Liability:** Awardee (or Project Lead) shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees, students, interns and/or volunteers who will be engaged in the performance of the project. In addition, employer’s liability limits of \$1,000,000 are required. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**
5. **Non-Profit Organization with Volunteers Only (if applicable):** A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. The Program Administrator in Consultation with CARB reserves the right to review and adjust insurance requirements as necessary during the term of the voucher agreement.
6. **Cyber Liability coverage,** with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by awardee in the voucher agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

iii. Insurance Requirements for **Needs Assessment Voucher Awardees**: Awardee (or Project Lead) shall display evidence of the following on a certificate of insurance evidencing the following coverages:

1. **Commercial General Liability:** Awardee (or Project Lead) shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a

\$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent awardees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to awardee's limit of liability. **The policy must name "the Program Administrator (CALSTART), State of California and California Air Resources Board, its officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out of or under the voucher agreement".**

2. Automobile Liability
 - a. Awardee (or Project Lead) shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required. **The policy must name "the Program Administrator (CALSTART), State of California and California Air Resources Board, its officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out of or under the voucher agreement".**
 - b. By signing the voucher agreement, the awardee certifies that the awardee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
3. Workers' Compensation and Employer's Liability: Awardee (or Project Lead) shall maintain statutory worker's compensation and employer's liability coverage for all its employees, students, interns and/or volunteers who will be engaged in the performance of the project. In addition, employer's liability limits of \$1,000,000 are required. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**
4. Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. The Program

Administrator in Consultation with CARB reserves the right to review and adjust insurance requirements as necessary during the term of the voucher agreement.

5. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by awardee in the voucher agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

2. All Awardees (Needs Assessment and Mobility Project Vouchers)

- a. Awardees must ensure that key documents, platforms, and customer services are available in commonly-spoken languages in the project area, as determined through census data and community engagement. Key resources to be provided in commonly-spoken languages may include, but are not limited to:
 - i. End user terms and conditions of service
 - ii. Privacy policies
 - iii. User manuals
 - iv. Mobile software applications
 - v. Outreach and marketing materials
 - vi. Customer service materials
- b. Awardee must consult with the Program Administrator for guidance around public outreach, press releases, and press events necessary for the project to be successful. A prior approval from the Program Administrator is required for any outreach materials, project websites, press releases and press events.
- c. Awardee must coordinate with other CARB's Low Carbon Transportation Investment Projects, including the One-Stop-Shop Pilot Project, and the STEP.
- d. All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos and websites must display both the Clean Mobility Options Pilot Program logo and the California Climate Investments logo (see figures below). In addition, all project vehicles funded by this program must display the California Climate Investments

logo. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing GHGs, while also investing in disadvantaged communities and achieving many other co-benefits. The Applicant agrees to acknowledge the California Climate Investments program as a funding source from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "[PROGRAM/PROJECT NAME] is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities." Guidelines for the usage of the CCI logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.



- e. Awardee must participate in events, training, and meetings as required by the Program Administrator or CARB.
- f. Data Storage and Security: Awardee is responsible to store data securely, consistent with the following requirements:
 - i. Information or data, including but not limited to all participant records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations.
 - ii. Identify participant data that is confidential and develop measures to keep this data confidential.
 - 1. Observe complete confidentiality with respect to such information or data collected pursuant to the voucher agreement, including without limitation,

agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.

2. Ensure that the awardee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 3. Awardee shall limit access to information and data gathered pursuant to the voucher agreement only to necessary employees to perform their job duties.
- iii. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.
- iv. Develop and enforce security measures to safeguard project database(s).
1. If the awardee suspects loss or theft, the awardee must report any lost or stolen information, data, or equipment developed or collected pursuant to the voucher agreement to the Program Administrator immediately.
 2. The awardee agrees to notify the Program Administrator immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The awardee agrees that the Program Administrator has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the applicant shall cooperate fully in such investigations.
 3. The awardee agrees that it shall be responsible for all costs incurred by the Program Administrator due to security incident resulting from the awardee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of information or data developed or gathered pursuant to the voucher agreement. If the awardee experiences a loss or breach of data, the awardee shall immediately report the loss or breach to the Program Administrator. If the Program Administrator determines that notice to the individuals whose data has been lost or breached is appropriate, the awardee will bear any and all costs associated with the notice or any mitigation selected by the Program Administrator. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.

- v. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 - vi. Retain files during the term of the voucher agreement plus three years.
 - vii. Transfer all project records to CARB or its designee at the end of the three year window described in (v) above.
- g. Voucher Reimbursements:
- i. Payment requests shall be made in accordance with the policies and requirements described in Section M (for mobility project vouchers) and Section W (for needs assessment vouchers) of this manual.
 - ii. Payment will not be made if the Program Administrator deems a milestone has not been accomplished or properly documented; documentation of the expense incurred or purchase order has not been provided or does not meet specifications and eligibility criteria set forth in this Implementation Manual or that claimed expenses are unreasonable, insufficiently documented, or invalid per the budget; or awardee has not met other terms of the voucher agreement.
- h. Suspension of Payments and Early Agreement Termination:
- i. Program Administrator reserves the right to issue a suspension order in the event that a dispute should arise. If issued, a suspension order will be in effect until the dispute has been resolved or the voucher agreement has been terminated.
 - ii. If the Project Lead (awardee) chooses to continue work on the project after a suspension order, awardee will not be reimbursed for any expenditure incurred during the suspension if the Program Administrator terminates the awardee.
 - iii. If CARB rescinds the suspension order and does not terminate the awardee, Program Administrator will reimburse applicant for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the awardee.
 - iv. In accordance with Section Z.2.i.xxv.Termination, the Program Administrator reserves the right to terminate the voucher agreement upon 30 calendar days written notice to awardee. Upon termination, all remaining funds must be immediately returned to the Program Administrator.
- i. Sectarian Organizations and Non-Public Schools Restrictions: Awardees are prohibited from using voucher funds to aid or support a sectarian purpose pursuant to California Constitution, article XVI, section 5. Awardees are also prohibited from using voucher funds to aid or support a sectarian or denominational school or any school not under

the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB and the Program Administrator reserve the right to obtain additional information from applicants and voucher awardees to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of funding.

j. Voucher Agreement General Provisions:

- i. Amendment: No amendment or variation of the terms of the voucher agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the voucher agreement is binding on any of the parties.
- ii. Assignment: The voucher agreement is not assignable by awardee, either in whole or in part, without the consent of CARB and the Program Administrator.
- iii. Availability of Funds: CARB's and the Program Administrator's obligations under the voucher agreement are contingent upon the availability of funds. In the event funds are not available, the Program Administrator and the State shall have no liability to pay any funds whatsoever to applicant or to furnish any other considerations under the voucher agreement.
- iv. Audit: Awardee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the awardee and all State funds received. Awardee agrees to maintain such records for possible audit for a minimum of three years after the term of the voucher agreement is completed, unless a longer period of records retention is agreed to in writing by the Program Administrator and awardee. Awardee agrees to allow auditor access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, awardee agrees to include a similar right of the State to audit records and interview staff in any awardees related to performance of the agreement.
- v. Compliance with law, regulations, etc.: Awardee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- vi. Computer software: Awardee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the

voucher agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- vii. Confidentiality: No record which has been designated as confidential by CARB and/or the Program Administrator, or is the subject of a pending application of confidentiality, shall be disclosed by the awardee.
- viii. Conflict of interest: Awardee certifies that it complies with applicable State and/or federal conflict of interest laws. Awardee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described in the voucher agreement. Awardee must disclose any direct or indirect financial interest or situation that may pose an actual, apparent, or potential conflict of interest with its duties throughout the voucher agreement term. The Program Administrator may consider the nature and extent of any actual, apparent, or potential conflict of interest in awardee's ability to perform the project. Awardee must immediately advise the Program Administrator in writing of any potential new conflicts of interest throughout the voucher agreement term.
- ix. Damages for breach affecting tax exempt status: In the event that any breach of any of the provisions of the voucher agreement by awardee shall result in the loss of tax exempt status for any State bonds, awardee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
- x. Disputes: Awardee shall continue with the responsibilities under the voucher agreement during any dispute. Awardee may work in good faith with CARB and the Program Administrator to resolve any disagreements or conflicts arising from implementation of the voucher agreement. However, any disagreement that cannot be resolved at the management level within 30 calendar days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- xi. Environmental justice: In the performance of the voucher agreement, awardee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- xii. Fiscal management systems and accounting standards: Awardee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit

tracing of applicant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or the voucher agreement. Unless otherwise prohibited by State or local law, awardee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.

- xiii. Force majeure: Neither CARB nor awardee and the Program Administrator shall be liable for or deemed to be in default for any delay or failure in performance under the voucher agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- xiv. Governing law and venue: The voucher agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Program Administrator and the awardee hereby agree that any action arising out of the voucher agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. Awardee hereby waives any existing sovereign immunity for the purposes of the voucher agreement.
- xv. Awardee's responsibility for work: Awardee (Project Lead) shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. Awardee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. Neither the State nor the Program Administrator will mediate disputes between an awardee and any other entity concerning responsibility for performance of work.
- xvi. Indemnification: Awardee agrees to indemnify, defend and hold harmless the State, CARB, and the Program Administrator and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by an awardee or its subcontractors, and out of the operation of equipment that is purchased with voucher funds from this program.
- xvii. Independent Contractor: Awardee, and its agents and employees, if any, in their performance of the voucher agreement, shall act in an independent capacity and not as officers, employees or agents of CARB or the Program Administrator.

- xviii. Nondiscrimination: During the performance of the voucher agreement, awardee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. Awardee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- xix. No third party rights: The parties to the voucher agreement do not create rights in, or grant remedies to, any third party as a beneficiary of the voucher agreement, or of any duty, covenant, obligation or undertaking establish herein.
- xx. Ownership: All information, data, documents, and intellectual property under the voucher agreement is the property of CARB; provided, however, that awardee shall have an unencumbered, royalty-free, perpetual license to use any such information, data, documents and intellectual property for all government purposes with prior approval by CARB. No information, data, documents, intellectual property received or generated under the voucher agreement shall be released to the public without CARB's approval.
- xxi. Personally Identifiable Information: Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. Awardee shall safeguard all such information or data which comes into their possession under the voucher agreement in perpetuity, and shall not release or publish any such information, data, or records.
- xxii. Prevailing wages and labor compliance: If applicable, awardee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, awardee shall monitor all agreements subject to reimbursement from the voucher agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- xxiii. Professionals: For projects involving installation or construction services, awardee agrees that only licensed professionals will be used to perform services under the voucher agreement where such services are called for and licensed professionals are required for those services under State law.

- xxiv. Severability: If a court of competent jurisdiction holds any provision of the voucher agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- xxv. Termination: The Program Administrator may terminate the voucher agreement upon 30 calendar days written notice to awardee at any time prior to completion of the agreement upon violation by awardee of any material provision after such violation has been called to the attention of awardee and after failure of awardee to bring itself into compliance with the provisions of the voucher agreement. The Program Administrator also reserves the right to terminate the voucher agreement upon 30 calendar days written notice to awardee if the Program Administrator determines that the project has not progressed satisfactorily during the previous three months and awardee and the Program Administrator have been unable to agree on modifications. Upon termination, awardee must immediately return unused funds to the Program Administrator.
- xxvi. Timeliness: Time is of the essence in the voucher agreement. Awardee shall proceed with and complete the project in an expeditious manner.
- xxvii. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the voucher agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in the voucher agreement are in addition to any other rights and remedies provided by law.

AA. DEFINITIONS

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

1. Eligibility Criteria and Project Design

“Additional Transportation Enhancements” for the purposes of this program means activities or services that are directly supportive of, but not essential to, implementing the core project model. Up to 10 percent of total voucher amount requested can be spent on additional transportation enhancements. There are four examples for eligible types of additional transportation enhancements listed in this manual; others may be approved by CARB on a case-by-case basis.

EXHIBIT “B”

COMPENSATION/ PROJECT BUDGET

MOBILITY PROJECT VOUCHER BUDGET WORKSHEET (REVISED NOVEMBER 2021)

Mobility Project Voucher Budget Worksheet Instructions: Enter data in blue cells. Do not enter data in grey or white cells. Add rows as necessary. The entire sheet is "unlocked" and it is the applicant's responsibility to ensure that subtotals and calculations are accurate. Voucher amounts and category totals must comply with allowable voucher amounts in the Implementation Manual. It is recommended that applicants additionally complete the optional "Category Eligibility Check Worksheet" in the table below to ensure that they meet eligibility requirements for categories that have minimum and maximum requirements.									
Section 1. Project Components		Section 2. Voucher Budget						Section 3. Other Funds Budget	
(a) Expense Category	(b) Item description	Description of Voucher Request			Annual Budget Breakdown for Voucher Funding Term (3 Years Total)			Annual Budget Breakdown for Expenses Needed to Operate During Years 3-4 of Operations (2 Years Total)	
		(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 1 Year) (\$)	(g) Year 1 of Operations (\$)	(h) Year 2 of Operations (\$)	(i) Year 3 of Operations (\$)	(j) Year 4 of Operations (\$)
Motor Vehicles and Associated Hardware	Purchase of off-lease FCEVs	\$15,500	25	\$387,500	\$387,500	n/a	n/a		
						n/a	n/a		
Bicycles and Scooters	Purchase of new Telemetry Hardware	\$500	25	\$12,500	\$12,500				
						n/a	n/a		
Charging/Fueling Equipment and Installation						n/a	n/a		
						n/a	n/a		

MOBILITY PROJECT VOUCHER BUDGET WORKSHEET (REVISED NOVEMBER 2021)

Bicycle/Scooter Infrastructure and Installation <i>(Maximum 300% of amount of electric bicycle/scooter or 200% of non-electric bicycles/scooter amount)</i>						n/a	n/a		
						n/a	n/a		
						n/a	n/a		
Planning Costs						n/a	n/a		
						n/a	n/a		
Outreach and Marketing Costs <i>(Minimum \$25,000 or 10% of total voucher, whichever is more; maximum of 30% of total voucher)</i>	Social Media and online Marketing Personnel	\$20	1,440 hr	\$28,000	\$9,333	\$9,333	\$9,333	\$9,333	\$9,333
	Graphic Design/Photography/Video	\$30	300 hr	\$9,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
	Flyers, t-shirts, hats, stickers, posters, stands, maps, and signs.	\$5,000	Will Produce 3 batches	\$15,000	\$5,000	\$5,000	\$5,000	\$5,000	
Operations and Maintenance Costs	Sign Installation	\$150	26.6 Hr	\$4,000	\$4,000				
	Sign Materials	\$200	30	\$6,000	\$6,000				
	Software License fee for up to 100 cars	\$3,000 per month	36 months in total	\$108,000		\$36,000	\$36,000	\$36,000	\$36,000
	Data Fees for up to 50 cars	\$200 per month	36 months in total	\$7,200		\$2,400	\$2,400	\$2,400	\$2,400
	Fleet Operators	\$17.00/hr	7,680	\$130,560		\$65,280	\$65,280	\$65,280	\$65,280

MOBILITY PROJECT VOUCHER BUDGET WORKSHEET (REVISED NOVEMBER 2021)

	Vehicle Insurance, and Operations Fuel	\$200/vehicle	30 vehicles	\$144,000	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000
								\$112,500	\$112,500
Voucher Administration Costs (Maximum 15% of total voucher) ^a	Data Collection and Analysis ^a	\$30/hr	2,213 hrs	\$66,401		\$33,200	\$33,200		
	Data Processing & Reporting ^a	\$30/hr	1,608 hrs	\$48,240	\$16,080	\$16,080	\$16,080		
Additional Transportation Enhancements (Maximum 10% of total voucher)									
Grand Total									
Grand Total - Voucher Funding Term (Voucher Funds)		n/a	n/a	\$1,000,000	\$515,413	\$242,293	\$242,293	n/a	n/a
Grand Total - Other Funds Budget (Non-CMO Funds)		n/a	n/a	\$831,026		\$112,500	\$112,500	\$305,513	\$300,513
Optional: Category Eligibility Check Worksheet									
Instructions: Calculate sums in "Category Total" and "Applicable Denominator" Columns. User may need to adjust example formula if additional rows were manually inserted above.									
Cost Category	Eligibility Requirement Summary (See Implementation Manual for Details)			Category Total	Applicable Denominator	Percentage	Conforms to Eligibility Requirement?		
Outreach and Marketing Costs	Minimum \$25,000 or 10% of total voucher, whichever is more; maximum of 30% of total voucher			\$50,000		5%	Yes		

MOBILITY PROJECT VOUCHER BUDGET WORKSHEET (REVISED NOVEMBER 2021)

^a Grant Funding Amount Allocated to UCR CE-CERT:

Data Collection and Analysis in the amount of \$66,401

Data Processing & Reporting in the amount of \$15,000 (this is the sum of the funding term for the first three years in the amount of \$5,000 per year).

Total amount allocated for UCR CE-CERT is \$81,401 which is the sum of \$66,401 + \$15,000.

*** All of the remaining tasks and grant funding amounts are allocated to StratosShare.**

Total amount allocated for StratosShare is \$918,599 which is the result of \$1,00,000 - \$81,401.

EXHIBIT “C”

KEY PERSONNEL

StratosShare Inc.,
CMO Voucher Pilot Program

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