

MEMORANDUM OF UNDERSTANDING

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS RIVERSIDE CAMPUS**

AND

CITY OF RIVERSIDE

Clean Mobility Voucher Pilot Program – Riverside Clean Air Car Share

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2021 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Riverside Campus, a public educational institution (“UCR”).

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, Stratosshare, Inc. and University of California-Riverside’s Center for Environmental Research and Technology (CE-CERT).

F. In accordance with the proposal, Stratosshare, Inc. 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. Additionally, in accordance with the proposal, UCR has agreed to assist with the deployment of the Project and analyze data collected from the demonstration.

H. The Parties intend this MOU to define specific terms, conditions, and responsibilities between the parties for the Project.

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

1. **SCOPE OF SERVICES.** UCR shall 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. UCR shall carry out the applicable 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 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.** The term of the MOU shall begin on the Effective Date and shall remain in effect for five years, or until all of the Parties' obligations under this MOU are fully satisfied, whichever occurs earlier.

3. **FUNDS.** UCR is participating in the Project as a resource contributor. UCR shall perform the Services under this Agreement for the total sum of Eighty-One Thousand Four Hundred One Dollars (\$81,401.00) 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 5 hereof.

However, continuance of the Project is contingent upon the allocation of Funds to the City by the Clean Mobility Voucher Pilot Program. As such, this MOU 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 MOU in any manner. In the event of funding reduction, including elimination, the City may reduce or alter the Scope of Services. Any such change shall be reflected by written amendment to this MOU. Notwithstanding the foregoing, the City may also terminate this MOU pursuant to Section 12 of this MOU.

4. **ADMINISTRATIVE REQUIREMENTS.**

4.1 **Use of Funds.** Except as otherwise limited by this Agreement, funds provided to UCR 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.

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

4.3 **Program Records.** UCR shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities relative to the Project. 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.

4.4 **Reports.** UCR 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.

4.5 **Performance Monitoring.** City will monitor the performance of UCR against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this MOU. If action to correct such substandard performance is not taken by UCR within a reasonable period of time after being notified by the City, termination procedures will be initiated pursuant to Section 12.

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

5. **NOTICES.** Any notices provided for, or 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:

City

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

UCR

The Regents of the University of California,
on behalf of its Riverside Campus
Attn: Karen Garcia
Senior Contract and Grant Officer
245 University Office Building
Riverside, CA 92521-0217

7. **UCR AS INDEPENDENT CONTRACTOR.** In the performance of this MOU, UCR, and UCR’s employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City. UCR 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 UCR, or to UCR's employees, subcontractors and agents. This MOU shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. UCR shall be responsible for any and all taxes that apply to UCR as an employer.

UCR shall determine the method, details, and means by which it provides Services. UCR shall be responsible to the City only for the requirements and results specified in this MOU, and, except as expressly provided in this MOU, shall not be subjected to the City's control with respect to the physical action or activities of UCR in fulfillment of this MOU. If in the performance of this MOU, any third persons are employed by UCR, such persons shall be entirely and exclusively under the direction, supervision, and control of UCR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by UCR.

8. **INDEMNITY.** The Parties shall each defend, indemnify and hold the other Parties, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent each liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or omissions of the indemnifying Party, its officers, employees or agents.

9. **INSURANCE.** UCR is an authorized, self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and shall, upon request, provide the City with a self-insured affirmation letter showing that its program of self-insurance meets the levels of coverage required by the Implementation Manual.

10. **PERSONNEL.** UCR shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. UCR recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services.

11. **AMENDMENT.** This MOU may only be amended in writing by mutual agreement between the Parties.

12. **TERMINATION**

12.1 **For Cause.** City may terminate this MOU immediately if UCR materially fails to comply with any terms of this MOU, 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;
- B. Failure, for any reason, to fulfill in a timely and proper manner

its obligations under this MOU;

- C. Improper use of the Funds provided under this MOU; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

12.2 For Cause – Additional Remedies. If UCR materially fails to comply with any term of this MOU, as set forth in subsection 12.1 herein, the City, in addition to immediate termination, may also take any one or more of the following actions as appropriate in the circumstances:

- A. Temporarily withhold Funds pending correction of the deficiency by UCR;
- B. Disallow all or part of the cost of the activity or action not in compliance;
- C. Withhold further Funds for the Program; and
- D. Take other remedies that may be legally available.

12.3 Availability of Funds. Should the Funds change pursuant to Section 3 of this MOU, the City may suspend the operation of this MOU upon three (3) days' written notice to UCR of its intention to so act.

12.4 Without Cause. Notwithstanding any other provision of this MOU, this MOU may be terminated for convenience by any Party, upon ten (10) days' written notice to the other Parties.

12.5 Reconciliation of Expenditures. In the event of termination, with or without cause, reconciliation of expenditures and City's payments shall take into account UCR's allowable, non-cancellable obligations incurred prior to the effective date of termination of the Agreement.

13. **COSTS FOLLOWING TERMINATION.** Costs of UCR resulting from obligations incurred by UCR during a suspension or after termination of this MOU are not allowed unless the City expressly authorizes them in writing in connection with any notice of suspension or termination. Other UCR costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by UCR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable; and (b) the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. **NONDISCRIMINATION.** During UCR's performance of this MOU, UCR 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, UCR agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

18. **CONFLICT OF INTEREST.** UCR, for itself and on behalf of its employees, contractors and agents, represents and warrants that by the execution of this MOU, they have no interest, present or contemplated, in the Project affected by the above-described Project.

19. **COUNTERPARTS.** This MOU may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

20. **EXHIBITS.** The following exhibits attached hereto are incorporated herein to this MOU by this reference:

Exhibit "A" – Scope of Services

Exhibit "B" – Project Budget

[signatures on the following page]

IN WITNESS WHEREOF, the City and UCR have caused this MOU to be executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

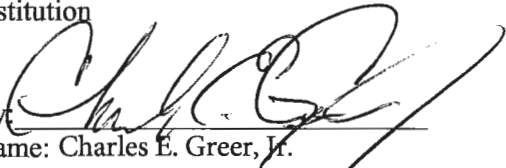
Attest:

By: _____
City Clerk

APPROVED AS TO FORM:

By: Susan Wilson
Deputy City Attorney

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Riverside Campus, a public educational institution

By: 
Name: Charles E. Greer, Jr.
Its: Associate Vice Chancellor for Research

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: [Signature]
Chief Financial Officer / City Treasurer

EXHIBIT “A”

Scope of Services



**College of Engineering –
Center for Environmental
Research and Technology**

1084 Columbia Ave.
Riverside, CA 92507
951-781-5791
www.cert.ucr.edu

Date: 10/16/2020

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

Subject: Resource Contribution Letter from CE-CERT at UC Riverside for City of Riverside's Clean Mobility Options Voucher Pilot Program Proposal

Dear Mr. Mustafa,

On behalf of the **College of Engineering – Center for Environmental Research & Technology (CE-CERT)** at the University of California at Riverside, I would like to confirm our resource contributions in the California Air Resource Board's Clean Mobility Options Voucher Pilot Program (CMO) led by **The City of Riverside**. Based on our understanding, 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, which matches with CE-CERT's mission very well. The **City of Riverside** will lead this program with our support in efforts to create cleaner, greener, more thriving communities.

Established in 1992 and now operating as the largest research center at the University of California at Riverside, CE-CERT brings together multiple disciplines to address society's most pressing environmental challenges in air quality, climate change, energy, and transportation. Over the decades, CE-CERT at UC has been conducting innovative research at the forefront of developing and testing energy/environmental-focused emerging transportation technologies and services, including shared mobility. The researchers have defined concepts of operation, collected massive data, designed algorithms, developed prototypes, and tested them in both simulation and real-world environments. For example, from 1996 through 2005, CE-CERT pioneered research in one-way carsharing systems, developing simulation modeling tools and also demonstrating these concepts with the *UCR IntelliShare* system. The research team in CE-CERT has extensive experience in collecting and processing large-scale real-world vehicle activity and powertrain operation data from different classes and types of vehicles.

In this project, the UC Riverside CE-CERT team will: 1) assist with the deployment; and 2) analyze the data collected from the demonstration. Under this scope, we will **contribute the following resources:**

- Working with UCR's Transportation and Parking Services, CE-CERT will acquire 5 to 7 parking spaces at each of the two UCR affiliated parking facilities as indicated in the application form. One location is UCR Lot 1, and the other is UCR Extension Parking Facility. CE-CERT will pay for the permitting fees, and parking operational services (e.g., parking lot maintenance, lighting, surveillance, etc.) will be included.
- CE-CERT will provide data analysis software or tools, such as Matlab, and MS Excel.
- CE-CERT will provide labor for "before-and-after" data collection and analysis. Prior to the deployment, CE-CERT will conduct a preliminary evaluation of survey or other data sources to estimate the potential customer base, trip number and charging demand. After the deployment, CE-CERT will continuously monitor the status of the car-sharing deployment, and analyze those ridership data collected from the StratosShare App and telemetry devices to provide feedback for improving the overall system performance.
- CE-CERT will provide materials and staffing for supporting the community education/outreach efforts, working with the City of Riverside and StratosShare, as well as with local community-based organizations.

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 letter that will contribute to the State's ambitious climate change goals. If you have any questions, feel free to contact me directly at: **barth@cert.ucr.edu**.

Sincerely,



Matthew Barth
Yeager Families Professor, Department of Electrical Engineering
Director, Center for Environmental Research and Technology
University of California
Riverside, CA 92521
tel: (951) 781-5782
<http://www.cert.ucr.edu>

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 GGRT. 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”

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	
	Sign Installation	\$150	26.6 Hr	\$4,000	\$4,000				
	Sign Materials	\$200	30	\$6,000	\$6,000				
Operations and Maintenance Costs	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.