

PROFESSIONAL CONSULTANT SERVICES AGREEMENT – CLEAN MOBILITY
VOUCHER PROGRAM SUBGRANT

MOBILITY DEVELOPMENT OPERATIONS, LLC

[Riverside Clean Air Carshare]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT – CLEAN MOBILITY VOUCHER PROGRAM (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and MOBILITY DEVELOPMENT OPERATIONS, LLC, an Illinois limited liability company (“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 was awarded a grant from the CMO Voucher Program and executed a Professional Consultant Services Agreement – Clean Mobility Voucher Program Subgrant on June 23, 2022.

F. On March 27, 2024, the City submitted a supplemental proposal to the Clean Mobility Options Voucher Program seeking additional funds and revisions to the proposed program to replace one of the City’s grant partnerships with Consultant.

G. In accordance with the supplemental proposal, Consultant has agreed to take over the Program and continue 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;

H. 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 Carshare (“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 (“Grant Agreement”), as amended from time to time, 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 One Million Thirty-Three Thousand One Hundred Eighty Eight Dollars Ninety Three Cents (\$1,033,188.93) funds 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. **Transfer of Vehicle Titles and Insurance Reserve Payment.** Upon execution of this agreement, the City shall provide: (a) clean titles signed over to Mobility Development Operations for twelve (12) Toyota Mirai vehicles as described in and subject to conditions of Exhibit “A”. The City shall also ensure (b) transfer of balance of fuel cards totaling Twenty-One Thousand Thirty Seven Dollars and Seventy One Cents (\$21,037.71), subject to the approval of the credit issuer, and (c) a \$75,000 insurance reserve payment to cover costs of binding various insurances, including Commercial General Liability, Auto Liability, and a reserve fund requirement for vehicle damages.

4.1 **Timing of Transfer.** Conditions of this section (4(a), (b), and (c)) will be met within fifteen (15) days of execution of this agreement

5. **Availability Of Funds.** Payment to Consultant is contingent upon the allocation of Funds to the City by the Clean Mobility Voucher Pilot Program and other prospective funding sources. 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. Similarly, as the Parties seek to pursue additional funding for this program, the budget may be expanded upon mutual agreement to support program continuation. 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.

6. Administrative Requirements.

6.1 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.

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

6.3 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.

6.4 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.

6.5 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.

6.6 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.

7. Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail, with a courtesy copy by email. 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: Public Works Director
3900 Main Street, 4th Floor
Riverside, CA 92522
PWtraffic@riversideca.gov

To Consultant

Creighton Randall
Mobility Development Operations
creighton@mobilitydevelopment.org
4000 W. Montrose Ave. #2231
Chicago, IL 60641

8. **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.

9. **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.

10. **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.

11. **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 as Senior Personnel 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.

12. **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.

13. **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.

14. **Indemnification.**

14.1 **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.

14.2 **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.

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

15.1 **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.

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

15.1.2 **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.

15.1.3 **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.

15.1.4 **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.

15.2 **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.

15.3 **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.

15.3.1 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.

15.3.2 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.

15.3.3 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.

15.3.4 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.

15.4 **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.

15.5. **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.

16. **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.

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

18. **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 breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

19. **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.

20. **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.

21. **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. Nothing in this Agreement shall operate to grant right, title or interest to City in any intellectual property owned by Consultant prior to the date of execution of this Agreement or in any intellectual property prepared by Consultant other than exclusively for the benefit of City.

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 (10) ten days written notice if the Consultant materially fails to comply with any terms of this Agreement and fails to cure such deficiencies prior to the expiration of the notice period, 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 ninety (90) days written notice to the Consultant. Should the City terminate the Agreement for convenience, as remedy for the Consultant, (a) all vehicles purchased for and/or titled to the Consultant for the project will remain the property of the Consultant, unless the vehicles are required to remain with the Project by the Grant Agreement, and (b) City agrees to reimburse Consultant for any expenses incurred by Consultant through the end of the 90-day period, including but not limited to expenses attributable to insurance, software and other contracts which were entered into prior to termination but which extend beyond the 90-day notice period. Consultant shall provide the City with a detailed invoice of all such costs prior to the expiration of the 90-day notice period. City agrees to provide such reimbursement(s) no later than thirty (30) days after the expiration of the ninety (90) day notice period.

27.4 Costs Following Termination. Costs of Consultant resulting from obligations incurred by Consultant after termination of this Agreement, except as otherwise provided in section 27.3, 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

MOBILITY DEVELOPMENT OPERATIONS,
LLC an Illinois limited liability company

By: _____
City Manager

By: _____

[Printed Name]

[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES



Riverside Hydrogen Carshare Proposal
February 12, 2024

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Approach	2
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Introduction and Project Narrative

This Scope of Work outlines the approach to launching the Riverside hydrogen carshare project with an experienced operator focused on long-term sustainability. The Mobility Development Operations (MDO) team brings an industry-leading track record in equitable carsharing, having launched or supported over a dozen programs in the last two decades, almost all of which are currently operating with some mix of public and earned-income (i.e. "farebox") operating support. The MDO team has the necessary experience and leadership skills to launch a carsharing system in Riverside that serves to advance transportation options, especially for disadvantaged communities.

Following transition to MD from current mobility operator partner, MDO will assume responsibility for the planning, implementation, and operational management of a hydrogen carshare program in the City of Riverside. As a trusted operator for state agencies, MDO has worked with CARB and CALSTART to transition two similar CMO programs recently in Southern California, and there are significant economies of scale in aligning these efforts.

Approach

MDO will build on the company's experience operating in similar communities, and leverage Riverside's partnership with UCR for data analysis and outreach. The fundamentals of our approach are as follows:

1. MDO has worked with City staff and CALSTART on contracting MDO as operator and updating required CARB Clean Mobility Options (CMO) project documents: milestones, budget, and financial sustainability plan.
2. MDO will take possession of current (12) hydrogen vehicles within 15 days of agreement execution, and supplement these with additional purchases as the CMO project budget allows, up to 19 vehicles in total. Work with City of Riverside to establish refueling protocols and implement operating procedures that meet the goals of the program.
 - a. StratosShare and City will work with MDO to assign site host agreements
 - b. StratosShare will communicate any FCV operations/fueling procedures
3. Direct promotion of the service as a city-supported and transit-adjacent service has been far more impactful than traditional outreach, advertising, and social media engagement practices. Collaborate with city and current outreach partner UCR to establish outreach activities and membership goals.
4. Provide in-house operations with transparency around our total cost of delivering service, with the goal of these costs coming down over time as MD-supported programs grow across

Southern California. Elements of operations that carry economies of scale are software, training, risk management, and 24/7 member support. Specifically, MDO will also leverage regional staffing (i.e. a Program Manager/Project Manager) across other California programs to reduce startup costs for Riverside.

5. MD will operate this car sharing program for a minimum of 4 years through an initial contract, but will seek to sustain the program through a non-profit or community-owned long-term home, as MD has done with other programs. This transition will help reduce costs for continued operations and ensure that the program fleet maintains a presence in the City of Riverside.

Scope of Work

Planning

With much of the initial Planning work complete, charging station(s) determined by the City of Riverside, and vehicles purchased and registered, the focus of planning in the Pre-Operations period will be:

1. Take possession of hydrogen vehicles
2. Establish refueling and staging plan for hydrogen vehicles
3. Confirmation/adjustment of timeline and launch schedule as proposed herein
4. Confirmation/adjustment of milestones and budget

Implementation Overview

1. Carshare Program: Design, launch and operate car share program for 48 months after an initial deployment and beta testing period of no more than three (3) months.
 - a. Creating a fair and robust pricing structure for users
 - b. Offer 24/7 customer support to address any issues or queries that members may have regarding the car share program, booking process, or vehicle usage.
 - c. Handle all billing and payment processing related to the car share program. Establish a secure and efficient payment gateway for user transactions and provide clear invoices and billing statements.
 - d. Assist City of Riverside and UCR in design of community outreach plan and in engaging with community groups and organizations through outreach and marketing efforts. This may involve assisting in creating content for promotional materials and communication purposes with the goal of attracting new members and increasing program visibility. This may also involve developing training for UCR staff/team to assist with the sign-up/subscription using MDO's app.
 - e. Ensure compliance with all local laws, regulations, and permits related to carsharing operations.
2. Perform the following as Community Resource Contributions (not reimbursable)

- a. Continuation of the program through the fourth year of the contract (operating months 37-48), utilizing program revenue from users (i.e. “farebox recovery”), as described in the Financial Sustainability Plan to be modified with mutual agreement over the course of the project.
 - b. Covering fuel costs to the extent possible given proceeds from user revenues. Fuel costs for hydrogen are very difficult to project forward at this time.
 - c. Use of a fully developed performance dashboard which allows us to monitor the vehicles and registrants while protecting users personally identifiable information. It is integrated with the telemetric devices and allows for the creation of reports on the program data. This will be provided at no cost and as such is not reflected in the Budget Document.
3. Program Reporting and Evaluation
- a. Support UC Riverside’s collection, monitor, and report required project data during planning and operational phases as defined in the [implementation manual](#).
 - b. Support City of Riverside by participating in the Clean Mobility Equity Alliance (CMEA) events and meetings for capacity building and sharing information with other clean mobility awardees and participants.
 - c. Obtain telematics devices that collect the data requirements.
 - d. Support UC Riverside’s administration of surveys to participants to collect usage data and other information as specified in the implementation manual document, and confirm a process for reporting.
 - e. Support City of Riverside with information required to complete project status reporting and program evaluation.

Upon agreement, the MD team expects to work collaboratively with the City of Riverside to review and execute a detailed agreement of contractual terms and conditions, in compliance with this SOW. MD understands there to be mutual interest in completing these activities as soon as possible to avoid further program launch delays.

Equipment

MD proposes that the city maintain ownership of the Toyota vehicles which have already been purchased for the program, however, Mobility Development Operations can take title to these cars if it is the city’s preference to do so. These vehicles will be insured for public carsharing through MD’s commercial insurance or through an assumption of the existing policy with the City of Riverside named as additionally insured as required by CARB. This fleet is further described in the *Operations and Maintenance* section below.

MD proposes to install telematics equipment in all vehicles and to provide an online reservation platform that will allow members to:

- make reservations online or vehicle mobile device in advance or on-demand
- lock/unlock their reserved vehicle from their smartphone or with an RFID card
- pay for their trip with a stored credit, debit or prepaid card.

Reporting Data

MD will provide data on the system's usage, energy, VMT, GHG avoidance and trip data in aggregated, anonymized formats to protect individual user data and privacy of members. Building a social enterprise in partnership with the City will allow for a high level of transparency around tracking program metrics such as utilization, financial performance, and member demographics. The vehicle telematics and reservation software will be the source of this data. MD can also support outreach partner UCR and the city's dissemination of a member survey on an annual basis and can advise on standardized survey questions.

Program Sustainability

For the Riverside hydrogen carshare program to grow, additional hydrogen fueling stations spread throughout the program area will likely be needed. With additional investment and expansion of service, the carsharing program can expect that between 30% and 80% of program revenue will come from the user base by the 4th year of operations. Factors in these long-term sustainability will be:

- The availability of Hydrogen refueling stations and cost of fuel, and the impact of fueling on vehicle availability (i.e. downtime)
- The long-term availability and cost of these vehicles
- Ability to attract a large user base in Riverside and user comfortability with FCVs

Additional investment to grow the program to 15-20 cars and at least 400 members may help the program approach the 50-80% "farebox recovery" threshold. However, The City of Riverside and MDO will need to closely evaluate the program is best positioned to grow by continuing to use FCVs or should shift to electric vehicles (EVs) to have a better chance of achieving the four-year program goals established by CARB.

Operations/Maintenance

Carsharing operations will be led by a California based Program Manager and supported by a Senior Project Manager and the larger Mobility Development team, including a 24/7 bilingual call center and fleet services department.

Fleet

Our team will insure, deploy, and maintain the 12 hydrogen fuel Toyota Mirais currently in storage, given that the City and StratosShare have made this investment and resale of these vehicles would be challenging and result in further project delays. The first 12 months of the project will be used to

evaluate the viability of this technology in a carshare setting prior to making further investments in a Mirai fleet.

Introducing hydrogen carsharing to a new community may be intimidating for members. MD recommends a robust education and communication program for members. If members will be refueling the vehicles themselves then appropriate written communication or instructions in vehicles will be recommended.

Reservation and In-Vehicle Technology:

Mobility Development uses in-vehicle telematics supplied by Invers Mobility Solutions. Invers' Cloudboxx units allow our team to keep vehicles secure (lock/unlock and engine disable technology) and monitor battery cell levels.

Paired with our software:

- Members can lock/unlock vehicles from their smartphone
- Members without smartphone access can be issued smartcards to unlock vehicles via RFID

Our team uses a proprietary mix of software solutions, including the Good Travel Software (GTS) reservation platform. Through the GTS app, members can book vehicles, adjust their reservations, and access the cars. GTS also hosts the secure payment portal for the cars.

Customer Service:

Member Services will be handled directly by the Mobility Development team, leaning on our call center handled by in-house staff. Members can meet most of their reservation and billing needs directly from the GTS app, but talking to a live representative is key to maintaining accessibility in disadvantaged communities.

The call center also maintains a 24/7 emergency line to handle accidents, vehicle breakdowns, and other urgent vehicle-related matters.

Accessibility, Equity, Deployment, Pricing, and Payment

Accessibility

The carsharing service will provide ADA hand controls that (with reasonable notice) can be installed in a vehicle prior to a reservation to accommodate ADA drivers.

Equity

Key to ensuring an equitable carsharing network will be the geographic equity of the service both initially and as the program grows, as well as the programmatic equity (i.e. how the program is available for members with limited means:

Geographically, our team has grappled with the legacy of redlining in the Los Angeles and San Gabriel Valley areas. Often, neighborhoods most in need of this service are also lacking in regular transit service and mixed-use settings that are strong indicators of viability for carsharing.

Deployment

Beta Testing:

- To begin as soon as possible (after contracts in place, vehicles secured and necessary insurance and budget amendments are completed)
- Vehicles will be reservable by a select group of members at no cost (TBD)
- Opportunity to make sure that the reservation software and vehicle hardware are functioning properly; members can make reservations and lock/unlock doors from the app; data collection is accurate.
- Staff and members will have the opportunity to evaluate the refueling process and get comfortable with Hydrogen vehicles.

Phase I: First 9-12 months

The currently acquired twelve (12) vehicles will be deployed at locations (already) selected by Riverside staff and MD based on program goals and proximity to hydrogen refueling station. Given the limited access to hydrogen refueling stations, this first deployment will allow the MD operations team to test and refine refueling procedures and adjust as necessary in anticipation of further deployment of vehicles and based on the staff impacts.

Phase II: Development towards long-term sustainability: Months 9 - 51

Based on results from Phase I, the project team will make a determination in 2025 regarding long-term viability of the hydrogen model. Factors in this decision will be utilization, fueling downtime, and staff impacts, among others, Based on this evaluation, the team will either:

- A. Add seven (7) Mirai to the fleet to meet original project goals, with deployments based on parking and fueling availability, or;
- B. Gradually replace fleet with electric vehicles (EVs) and sell the Mirai fleet. The MDO team estimates that due to limited resale value for Mirai and the relatively high cost of EVs, additional funding may be required to replace the initial twelve (12) Mirais and scale the fleet to the original nineteen (19) vehicle goal.

Service Area:

- MDO to work with city to establish carshare hubs
- Proximity to hydrogen fueling station will be a primary consideration
- A transition to EVs may allow for a larger service area



Service Area (actual tbd)

Pricing

The program will offer low hourly and daily rental rates. Initial pricing is proposed is below market rates:

- \$9/hr and \$65/day
- \$25 one-time application fee

Discounted rates will be offered to underserved communities based on income at:

- \$6/hr and \$45/day
- \$10 one-time application fee

Diversified pricing creates a baseline affordability for the program while also allowing earned income to better support the program. Per-mile pricing (e.g. \$0.50/mile after 100 miles) may be implemented based on hydrogen fueling constraints. Prices for hydrogen fuel will be difficult to estimate.

Payment

Implicitly, our carsharing policies and customer service approach pays attention to the circumstances of lower income users and in particular members who rely heavily on prepaid/reloadable debit card or credit cards with very low limits. Our target member may have chronic low or no balance on their authorized card which requires customer service protocols and well-trained, culturally competent staff available to support and retain members.

Outreach & Marketing

Design, deployment, outreach and marketing of this system will be carried out in close partnership with UCR and City of Riverside staff. Hitting program membership goals will in part rely upon the community engagement achieved by these partners. MD will reach out to any additional potential partners identified by Riverside and UCR staff.

The MD team brings over two decades of grassroots outreach and marketing strategies centered on - but extending beyond - our experience with community based carsharing to reach diverse communities and normalize new technology. Barriers related to technological skepticism, perceptions on reliability and convenience as well as affordability have been overcome in other programs through engagement of community partners as “ambassadors” to guide these efforts, and MD encourages Riverside to consider additional investments in this approach in coordination with other mobility programs.

The secondary or indirect marketing will occur through earned media campaigns that tell the “Carsharing story”. Over the last two decades carsharing has been a consistent urban mobility innovation, trailblazing the popularity and growth of other shared modes like ride-hailing and bikesharing. Community based carsharing that engenders “mobility freedom” in under-resourced communities is a particularly poignant marketing and engagement strategy, and local news media is almost always eager to cover it. With access to the program only an app download away, this news media will immediately result in new member applications.

The original budget for outreach was less than we would expect to see for a new car share program. MDO has proposed a small subcontract with a community-based organization to supplement our efforts. We anticipate additional costs in this area and will continue discussions with the City to achieve program goals and membership growth.

Program Evaluation and Reporting

MD will work closely with the city and UCR to provide all reporting as required by the grantor. MD will provide data access to UCR research team and work collaboratively to deliver required quarterly reports.

We will also evaluate how the service performed in terms of cost-effectiveness during the initial period. This analysis will include data from on program performance (i.e., members, trips per month, revenue) and program expenses (i.e., vehicle, hardware, software, staffing, marketing/outreach, insurance, maintenance, and repairs).

Timeframe for Service Launch

To optimize user uptake in the first year of the program while also providing adequate time for contracting and delivery/onboarding of vehicles, MD will be prepared to launch with the initial 12 vehicles between June 2024 and August 2024.

Project Budget

See attached comparison of original budget and amended MDO budget options.

Project Personnel & Subcontractors

Senior team members supporting this project include:

- **James Delgado** - James is responsible for overall program management. He has 20 years of experience in operating car rental and carsharing operations, including 5 years launching and leading EV carsharing as the General Manager of BlueIndy and BlueLA (North America's first 100% EV carsharing programs). James also has experience working with CARB funded programs and has very good working relationships with the teams at CARB and CalStart. James will facilitate deployment of the initial fleet, create and implement operational plans, execute local partnerships, manage vendor relationships and lead our local hiring process.
- **Creighton Randall** - Creighton is CEO of Mobility Development and founding Executive Director of Buffalo Carshare, He has worked to set up six community-controlled carsharing programs that serve disadvantaged communities in the US over the past seven years. Creighton will lead efforts to fundraise for expansion of this program through grants and partnerships.
- **Liliana Morales** - Liliana focuses on operations and is Mobility Developments lead team member in Southern California. Liliana has extensive experience managing carsharing operations including work on the BlueLA car sharing program in Los Angeles. Liliana will coordinate outreach activities with UCR including events, surveys, community engagement, etc.
- **Charina Long-Lovings** - Charina started at Mobility Development in 2020 as a Program Coordinator. She is now our Director of Fleet Operations & Member Services. Her responsibilities include managing our national 24/7 call center.
- **Community Outreach Associate** - The Community Outreach Associate is responsible for working directly with stakeholders, community partners and public. Associate will attend outreach events, assist in orientations of new members, assist with operational activities as assigned, communicate outreach outcomes with all stakeholders, participate in scheduled calls.
- **Operations Manager / Jesse Winters** - Current Operations Manager (Jesse Winters) will initially manage technical aspects of carshare program including recruitment and logistics planning. MDO will hire a locally-based Operations Manager to support this program in Spring 2024.

12 Hydrogen Vehicles:

SS ID #:	VIN #:	Lic. Plate:	Color	Year	Make	Model
674	JTD BVRBD8 JA004050	8EUS674	White	2018	Toyota	Mirai
620	JTD BVRBD6 JA004239	8EUS620	Silver	2018	Toyota	Mirai
687	JTD BVRBD4 JA004286	8EUS687	Silver	2018	Toyota	Mirai
640	JTD BVRBD0 JA004317	8EUS640	Silver	2018	Toyota	Mirai
619	JTD BVRBD6 JA004208	8EUS619	Silver	2018	Toyota	Mirai
684	JTD BVRBD5 JA004040	8EUS684	White	2018	Toyota	Mirai
637	JTD BVRBD7 JA004279	8EUS637	Silver	2018	Toyota	Mirai
623	JTD BVRBD9 JA003988	8EUS623	White	2018	Toyota	Mirai
625	JTD BVRBD6 JA004080	8EUS625	White	2018	Toyota	Mirai
622	JTD BVRBD9 JA004123	8EUS622	White	2018	Toyota	Mirai
671	JTD BVRBDX JA004258	8EUS671	Silver	2018	Toyota	Mirai
624	JTD BVRBD9 JA004249	8EUS624	Silver	2018	Toyota	Mirai

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 Provider Voucher Budget Worksheet

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

Section 1: Project Components		Section 2: Voucher Budget							Section 3: Additional Funding			
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request			Annual Budget Breakdown Up to Year 3 of Service Operation Period				Annual Budget Breakdown for Year 4 of Service Operation (Administrative Expenses Only)	Description of Additional Funding Requested		
		(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)			(j) Year 4 of Service Operation (\$)	(k) Current Approved Voucher Cost
Subcontractor												
Voucher Administration	Data Collection & Analysis (UCR)	\$30.00	2198	\$65,940	\$21,980	\$21,980	\$21,980	\$21,980		\$65,940.00	\$0.00	\$0.00
	Data Processing and Reporting	\$30.00	1,592.63	\$47,779	\$15,926	\$15,926	\$15,926	\$15,926		\$32,779.00	\$15,000.00	\$15,000.00
	Program and Launch planning	\$30.00	848.7	\$25,461	\$8,487	\$8,487	\$8,487	\$8,487		\$15,461.00	\$10,000.00	\$10,000.00
Planning	(\$78,400 exhausted by Stratoshare)	\$80.00	450	\$114,400	\$114,400	n/a	n/a	n/a		\$78,400.00	\$36,000.00	\$36,000.00
	Purchase of or/lease FCEVs	\$15,500.00	12	\$186,000	\$186,000	n/a	n/a	n/a		\$186,000.00	\$0.00	\$0.00
Capital Acquisition	Purchase used FCEVs (Model Yr TBD)	\$24,000.00	7	\$168,000	\$168,000	n/a	n/a	n/a		\$62,000.00	\$106,000.00	\$106,000.00
	Stratoshare Estimate: \$36,000/ea spent by Stratoshare	\$900.00	19	\$21,165	\$21,165	n/a	n/a	n/a		\$6,225.00	\$14,940.00	\$14,940.00
	Social Media and online Marketing Personnel	\$0.00	0	\$0	\$0	\$0	\$0	\$0		\$10,000.00	(\$10,000.00)	(\$10,000.00)
	Graphic Design/Photography/Video	\$30.00	300	\$9,000	\$3,000	\$3,000	\$3,000	\$3,000		\$9,000.00	\$0.00	\$0.00
Outreach and Marketing	maps, and signs (reduced by half)	N/A	N/A	\$4,426	\$2,213	\$2,213	\$2,213	\$2,213		\$6,000.00	\$6,000.00	(\$1,574.25)
	Sign Installation	\$150.00	19	\$2,850	\$2,850	\$2,850	\$2,850	\$2,850		\$3,999.00	\$1,149.00	(\$1,149.00)
	Sign Materials / Vehicle Decals	\$200.00	30	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000		\$6,000.00	\$0.00	\$0.00
	Community Outreach Associate	\$50.00	500	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000		\$0.00	\$25,000.00	\$25,000.00
	(\$8,823.57 spent by Stratoshare)	\$1,520.00	36	\$54,720	\$18,240	\$18,240	\$18,240	\$18,240		\$57,800.00	(\$3,080.00)	(\$3,080.00)
	Storage Cosis (Stratoshare)	N/A	N/A	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000		\$0.00	\$15,000.00	\$15,000.00
	Data fees for up to 50 cars (was \$200/mo)	\$0.00	0	\$0	\$0	\$0	\$0	\$0		\$7,200.00	(\$7,200.00)	(\$7,200.00)
	MDO Operations Manager	\$50/hr	3500	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000		\$0.00	\$175,000.00	\$175,000.00
Operations and Maintenance	MDO Operations Associate	\$30/hr	4600	\$138,340	\$0	\$39,000.00	\$48,000.00	\$51,000.00		\$280,395.00	(\$132,055.00)	(\$132,055.00)
	Monthly Customer Service (24/7 support)	\$1,250.00	36	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000		\$0.00	\$45,000.00	\$45,000.00
	Vehicle Insurance, and Operations	N/A		\$306,119	\$104,719	\$81,400	\$60,000	\$60,000		\$172,800.00	\$133,319.00	\$133,319.00
	Repairs and Maintenance (\$0.14/mile)	\$0.14	570000	\$79,800	\$19,950	\$27,930	\$31,920	\$31,920		\$0.00	\$79,800.00	\$79,800.00
	Fuel (Match inherited from Stratoshare)			\$0	\$0	\$0	\$0	\$0		\$0.00	\$0.00	\$0.00
Grand Total												
	Grand Total - Voucher Funding Term (Voucher Funds)			\$ 1,500,000	\$ 669,740	\$ 325,196	\$ 268,563	\$ 226,160		\$ 995,999	\$ 500,001	\$ 500,001
	Grand Total - Other Funds Budget (Non-CMO Funds)				\$	\$ 40,000	\$ 65,000	\$ 75,000		\$ 314,020	\$ (143,993)	\$ (143,993)

Community Resource Contributions
 Resource contributions are assets contributed to the project to meet long-term sustainability to meet the 5-year Voucher Agreement Term that includes a minimum of 4 years of service operation and beyond. Resource contributions are not eligible for payment through voucher funding. Instructions: Add in-kind monetary resource contribution assets.

Operations and Maintenance	Fuel Cards (\$450k pledged by Stratoshare)	\$15,000	7	\$105,000	\$40,000	\$65,000	\$65,000	\$75,000		\$450,000	(\$345,000)	(\$345,000)
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Operations and Maintenance	Fuel cost/mi (out of pocket) after fuel cards	\$0.32	798,000	\$150,360	\$75,000	\$75,360	\$0	\$150,360
Operations and Maintenance	Staffing			\$0		\$128,500		\$128,500
Operations and Maintenance	Insurance Costs			\$0		\$60,000		\$60,000
Operations and Maintenance	Other Costs (Software, Repairs, Maint.)			\$0		\$50,160		\$50,160
							\$188,013	\$50,647

Optional: Category Eligibility Check Worksheet

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

Cost Category	Eligibility Requirement Summary (See Implementation Manual for Details)	Category Total	Applicable Denominator	Percentage	Conforms to Eligibility Requirement?
Bicycle/Scooter Infrastructure and Installation	Maximum of 300% of amount of electric bicycle/scooter vehicles or 200% of amount of non-electric bicycle/scooter vehicles amount	\$0.00	\$0.00	0%	N/A
Additional Transportation Enhancements	Maximum of 25% of total voucher amount				N/A

Notes:

Consultant shall complete the CALSTART Payment Request Form Workbook and submit to the City with respective invoices and supporting documents for payment. The City shall review and submit the request to CALSTART upon concurrence and approval of eligible expenses. Payment to the Consultant shall be disbursed directly from CALSTART as the granting agency. The City shall not be directly responsible for making payment on any invoices so submitted. If CALSTART fails to concur and approve a submitted invoice for payment, Consultant shall either resubmit the invoice until CALSTART approves or shall withdraw such request for payment.

EXHIBIT “C”

KEY PERSONNEL

Project Personnel & Subcontractors

Senior team members supporting this project include:

- **James Delgado** - James is responsible for overall program management. He has 20 years of experience in operating car rental and carsharing operations, including 5 years launching and leading EV carsharing as the General Manager of BlueIndy and BlueLA (North America's first 100% EV carsharing programs). James also has experience working with CARB funded programs and has very good working relationships with the teams at CARB and CalStart. James will facilitate deployment of the initial fleet, create and implement operational plans, execute local partnerships, manage vendor relationships and lead our local hiring process.
- **Creighton Randall** - Creighton is CEO of Mobility Development and founding Executive Director of Buffalo Carshare, He has worked to set up six community-controlled carsharing programs that serve disadvantaged communities in the US over the past seven years. Creighton will lead efforts to fundraise for expansion of this program through grants and partnerships.
- **Liliana Morales** - Liliana focuses on operations and is Mobility Developments lead team member in Southern California. Liliana has extensive experience managing carsharing operations including work on the BlueLA car sharing program in Los Angeles. Liliana will coordinate outreach activities with UCR including events, surveys, community engagement, etc.
- **Charina Long-Lovings** - Charina started at Mobility Development in 2020 as a Program Coordinator. She is now our Director of Fleet Operations & Member Services. Her responsibilities include managing our national 24/7 call center.
- **Community Outreach Associate** - The Community Outreach Associate is responsible for working directly with stakeholders, community partners and public. Associate will attend outreach events, assist in orientations of new members, assist with operational activities as assigned, communicate outreach outcomes with all stakeholders, participate in scheduled calls.
- **Operations Manager / Jesse Winters** - Current Operations Manager (Jesse Winters) will initially manage technical aspects of carshare program including recruitment and logistics planning. MDO will hire a locally-based Operations Manager to support this program in Spring 2024.