

Grant Agreement

South Los Angeles Universal Basic Mobility Pilot Program Los Angeles Department of Transportation

Sustainable Transportation and Communities Division
California Air Resources Board
May 2021

Grant Number: STEP-IG-02



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EXHIBIT A
Grant Agreement: STEP-IG-02

GRANT PROVISIONS

A. AGREEMENT

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Los Angeles Department of Transportation (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Work Statement (Exhibit B), Grantee Proposal Package (Exhibit C), and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

B. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide.¹ Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program 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: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

¹ California Climate Investments Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>



The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed above and branding materials will be provided by the CARB Project Liaison.

C. GRANT SUMMARY AND AMENDMENTS

Project Title: South Los Angeles Universal Basic Mobility Pilot Program

Authorized Official: Marcel Porras

Title: Chief Sustainability Officer

Total Grant Amount: \$7,077,770.53

Total Resource Contribution: \$3,984,261.00

D. GRANT PARTIES AND CONTACT INFORMATION

1. The CARB Project Liaison is Bree Swenson. Correspondence regarding this project shall be directed to:

Bree Swenson
Sustainable Transportation and Communities Division
California Air Resources Board
1001 I Street
Sacramento, California 95814
Phone: (916) 440-8284
Email: breanna.swenson@arb.ca.gov

2. The Grantee Liaison is Shirin Sadrpour. Correspondence regarding this project shall be directed to:

Shirin Sadrpour
Environmental Affairs Officer
Los Angeles Department of Transportation
100 S Main Street
Los Angeles, California 90012
Phone: 213-972-8434
Email: shirin.sadrpour@lacity.org

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties provided all required proofs of insurance has been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **December 31, 2024**.
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2025**.
4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section G.6, Termination and Suspension of

Payments, of this Grant Agreement shall apply.

F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing STEP.

1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is **\$7,077,770.53**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A formal Grant Agreement amendment is required whenever there is a change to the amount of this grant.

- b. The budget for this program is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.
- c. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of STEP.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated under this program. However, shifts of up to 10 percent of the grant total may be made over the life of the grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. Funds not liquidated by March 31, 2025 must be returned by **April 15, 2025**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

2. Pilot Project Eligible Costs

Allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation..

3. Resource Contributions

Resource contributions from the Grantee can be used to increase the number of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the STEP Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

The Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. The Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.

- vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. The Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
- h. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- i. The Grantee assumes legal and financial risk of the advance payment.
- j. The Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- k. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this grant agreement.
- l. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on March 31, 2025 or the reversion date of the appropriation.

5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed milestones stipulated in Exhibit B, Attachments II and III; the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement have been accomplished; documentation of

accomplishment has been provided to CARB in the form of the Status Report; and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachments II and III (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.

- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the grant.
- c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
- d. The Chief of the Community Action Branch in the Sustainable Transportation and Communities Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Chief of the Community Action Branch, are not reasonable or do not comply with the Grant Agreement.
- e. The Grantee shall submit the Grant Disbursement Requests to CARB **Accounting Section at: accountspayable@arb.ca.gov with a CC to the CARB** project liaison. The Grantee may submit this electronically, based on CARB's current electronic submission guidance at the time of request, or mail original copies with "wet" signatures in blue ink **to CARB Accounting Section, P.O. Box 1436, Sacramento, CA 95812**. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
- f. The Grantee shall submit the Grant Disbursement Requests to the CARB Project Liaison. The Grantee may submit this electronically, based on CARB's current electronic submission guidance at the time of request, or mail original copies with "wet" signatures in blue ink. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

- g. CARB will withhold payment of up to one (1) percent of the grant funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- h. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- i. The Grantee will pay out CARB funds to other Subgrantees or subcontractors on a reimbursement basis only.

6. Suspension of Payments and Grant Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
- b. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form and Status Report, and when all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.
- c. Upon termination, grant funds must be returned to CARB within 45 days. Funds, for the purpose of this section, includes unspent funds, funds for unapproved costs incurred, funds spent or incurred during a grant suspension order, or as outlined in other sections of this agreement.

7. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next

highest scored Applicant and if an agreement cannot be reached, to the next Applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant in a manner consistent with direction provided in the FY 2019-20 Funding Plan for STEP.²

8. Documentation of Administration Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to STEP implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at:
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final STEP grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in quarterly Status Reports and a Final Report.

9. Earned Interest

² Funding Plan for Fiscal Year 2019-20 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

“Earned interest” means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on STEP funds must be reported to CARB. All interest income on STEP funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into STEP or returned.
- b. All interest income on advance payment at CARB’s discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on STEP funds, as follows:
 - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-STEP funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs.
 - iv. Earned interest must be fully expended by **March 31, 2025** or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on STEP must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

H. PROJECT MONITORING AND MEETINGS

1. Meetings

- a. Initial meeting: A meeting will be held between key program personnel and the CARB Project Liaison before work on the program begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the

program schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making and frequency and process for ongoing project team coordination.

- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation (scope of work, task dates, etc.) are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with the CARB Project Liaison, and for facilitating the meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

2. Technical Monitoring

- a. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.

I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

1. Status Reports

- a. The Grantee shall submit Status Reports at minimum at the end of every third month, starting with the first report submitted on August 31, 2021, but may be submitted more frequently if necessary to justify more frequent disbursements with prior approval from CARB. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachments II and III.
- d. CARB will provide the Grantee with a checklist or template for Americans with Disabilities Act (ADA)-compliant Status Reports. Each Status Report must include all applicable items from the checklist or template, which may include:
 - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
 - ii. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
 - iii. Statement of work expected to be completed by the next progress report
 - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
 - v. Data collected from vehicles, facilities, and participants since the last status report such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.
 - vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable
 - vii. Accounting records, including expenditure and income information and supporting documentation
 - viii. Itemized invoices (invoices must include enough details to ensure that

only eligible costs are paid for) and any other appropriate documentation

- ix. Discussion of the project's adherence to the project timeline
- x. Other data and analysis as mutually agreed upon between the Grantee and CARB
- e. If the tasks outlined in this Grant Agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- b. The Grantee must provide a Final Report to CARB after all STEP funding has been expended. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2025**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2024**, whichever comes first.
- c. CARB will provide the Grantee with a checklist or template for an ADA-compliant Final Report. The Final Report must include all applicable items from the checklist or template, at a minimum:
 - i. Total expenditures in detail to date and for the period between the last quarterly report and the Final Report
 - ii. Excel spreadsheet of all funded projects and project milestones
 - iii. Summary report of the projects for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports – see Status Report)
 - iv. Overview of the project as whole from inception through the end of the grant term, including project and community background, partnerships, and funding sources
 - v. Data collected from vehicles, facilities, and participants, compiled from all status reports

- vi. Assessments of behavior change, vehicle miles traveled, access to key destinations, affordability, and participant evaluations, including the results of any pre- and post-project surveys conducted
- vii. Changes in participant knowledge of and acceptance of clean transportation options and funded projects
- viii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
- ix. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable
- x. Estimated GHG and other air pollutant emission reductions achieved
- xi. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB
- xii. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xiii. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities
- xiv. Implementation challenges and recommendations for potential program improvements
- xv. Other data and analysis as mutually agreed upon between the Grantee and CARB

J. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in STEP due to non-compliance with program requirements or State law.
3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associated with the project, it shall notify CARB as soon as possible and work with CARB

to determine an appropriate course of action.

K. PROJECT RECORDS

As further described below, program records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N.3 of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

1. Grantee Records

The Grantee shall retain a STEP file containing:

- a. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Policies and Procedures Manual
- c. Copies of Grant Disbursement Request Forms and attachments
- d. Copies of Status Reports
- e. Documentation of earned interest generation and expenditure (see Section G for more information)

2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the program
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any

- d. Establish an accounting system which will adequately depict final total costs of the project, including grant implementation costs

3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing STEP are the property of CARB.

M. CONFIDENTIALITY AND DATA SECURITY

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the State. Therefore:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
3. Information or data, including but not limited to all application 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. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data or application records.
4. The Grantee must observe complete confidentiality with respect to such information or

data collected pursuant to this grant, 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.

5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
6. The Grantee must ensure that the Grantee'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.
7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
12. The Grantee must not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this grant to CARB immediately.

15. The Grantee must provide CARB all pass phrases and passwords for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.
16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to security incident resulting from the Grantee'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 this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. 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.
19. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to California Public Records Act (California Government Code Section 6250 et seq.) requests.

N. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties.
2. **Americans with Disabilities Act:** The Grantee must ensure that all products and services submitted, uploaded, or otherwise provided by the Grantee and/or its subcontractors under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132),

and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the “Accessibility Requirements”). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee or its subcontractors not meeting the Accessibility Requirements. If the Grantee fails to bring its or its subcontractors’ Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, the Grantee will be responsible for all costs incurred by CARB in bringing the Grantee’s or its subcontractors’ Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant for a period of one year following delivery of the final deliverable under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
4. **Audit:** The Grantee 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 this Grant and all State funds received. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) 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, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
5. **Availability of funds:** CARB’s obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
6. **Compliance with law, regulations, etc.:** The Grantee 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.

7. **Confidentiality:** Except as may be required by the California Public Records Act (California Government Code Section 6250 et seq.) no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If Grantee believes disclosure of a confidential record may be required under the California Public Records Act, Grantee shall first give CARB written notice of the intent to disclose plus twenty-one (21) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 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 of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee 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.
11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
12. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may

terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

13. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board 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 the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
16. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, sexual orientation, medical condition, (including HIV and AIDS) marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and

its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
19. **Ownership:** All information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
20. **Personally Identifiable Information:** Information or data 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. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
21. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
22. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

23. **Severability:** If a court of competent jurisdiction holds any provision of this Grant 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.
24. **Termination:** CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.
25. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant 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 this Grant Agreement are in addition to any other rights and remedies provided by law.
27. **Order of Precedence:** In the event of any inconsistency between the articles, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
 - a. Grant Agreement Cover Sheet
 - b. Exhibit A – Grant Provisions
 - c. Exhibit B – Work Statement
 - d. Exhibit D – Grant Solicitation Package
 - e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions Applying to All Policies:
 - a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received

by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.

- b. Policy Cancellation or Termination & Notice of Non-Renewal – The Grantee is responsible to notify the Program Administrator within five (5) business days 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 the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee 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 grant upon the occurrence of such event, subject to the provisions of this grant.
- c. Premiums, Assessments, and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate Awardee’s obligations under the grant.
- h. Satisfying a Self-Insured Retention (SIR) – All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion
- i. Available Coverages/Limits – All coverage and limits available to the Awardee shall also be available and applicable to the State.
- j. Use of Subcontractor – In the case of the Grantee’s utilization of Subcontractors to complete the grant scope of work, the Grantee shall include all Subcontractors as insured’s under the Grantee’s insurance or supply evidence of Subcontractor’s insurance to The State equal to policies, coverages, and limits required of the

Grantee.

2. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The Grantee must assure the community pilot project(s) funded by the Program Administrator (CARB) 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:

- a. Commercial General Liability – The Grantee 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 the Grantees, 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 the Grantee’s limit of liability.

The policy must name “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. Automobile Liability – The Grantee shall maintain business automobile Liability insurance as broad as Form CA0001 for limits not less than a \$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 “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”.

- i. By signing the grant agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its

employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. By signing this agreement, the Grantee acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

- d. In addition to the insurance requirements listed above, the Grantee 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.

- e. Either policy must name "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." 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. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.
- f. 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 the Grantee in the grant 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.
- g. Self-insurance – **If a Contractor has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance**

Management (ORIM). To obtain ORIM approval Contractor must submit the following documents to ORIM.

1. **Workers' Compensation** – Contractor will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
2. **All Other** – Contractor's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

EXHIBIT B

WORK STATEMENT

<u>Attachment I – Budget Summary</u>	1
<u>Attachment II – Task Summary and Details</u>	2
<u>Attachment III – Task and Disbursement Schedule</u>	7
<u>Attachment IV – Key Project Personnel</u>	7

EXHIBIT B

Attachment I - Budget Summary

Grantee: Los Angeles Department of Transportation
 Project: South Los Angeles Universal Basic Mobility Pilot Program
 Grant Number: **STEP-IG-02**

	Total Costs
Project Costs	\$10,365,174.40
Direct Grant Implementation Costs	\$696,857.13
Indirect Grant Implementation Costs	\$0
	Total Funding
Total Grant Funds	\$7,077,770.53
Resource Contribution	\$3,984,261.00
Total Proposal Funds	\$11,062,031.53

EXHIBIT B**Attachment II – Task Summary and Details**

Grantee: Los Angeles Department of Transportation
 Project: South Los Angeles Universal Basic Mobility Pilot Program
 Grant Number: **STEP-IG-02**

Task Summary Table

Task #	Task Description	STEP Funds	Resource Contribution
1	Proposal administration	\$258,347.13	\$438,510.00
2	Mobility wallet	\$756,770.00	\$486,700.00
3	Electric mobility	\$3,658,354.40	\$1,600,000.00
4	Charging for all	\$716,000.00	\$803,838.00
5	Stakeholder engagement & outreach	\$688,299.00	\$504,713.00
6	Quick-build active streets	\$500,000.00	\$150,500.00
7	Rail to Rail First Mile – Last Mile	\$500,000.00	\$0.00
	Total	\$7,077,770.53	\$3,984,261.00

Task Details**Task 1. Proposal administration**

Administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; and financial tracking and disbursements.

1.1. Meetings and communication with CARB staff

1.1.1. Initial Project Kick-off Meeting: The Grantee’s key project personnel, in collaboration with CARB’s Project Liaison, will plan, conduct, and attend an initial meeting with CARB staff following execution of the Grant Agreement. Topics for discussion may include, but not be limited to, the following:

- a. Project tasks, timelines, and milestones
- b. Project design and community engagement, outreach, and education activities
- c. Content and format for quarterly reports and final reports
- d. Schedule for ongoing coordination meetings
- e. Participant surveys and reporting
- f. Other items as necessary

1.1.2. Ongoing Project Coordination: Ongoing Grantee coordination and review

meetings with the CARB Project Liaison to discuss project status held at least quarterly, as well as a final meeting, or conference call pending CARB Project Liaison approval, held at the conclusion of the project. The Grantee's key project personnel will participate in meetings with CARB staff. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:

- a. Agenda for the meeting with online meeting information provided prior to the meeting
- b. Discussion of project activities, deliverables, schedule, and milestones
- c. Discussion of any difficulties encountered since the last project update
- d. Concerns or questions requiring resolution from CARB
- e. Notification of any pending disbursement requests
- f. Scheduling the next project coordination meeting

1.2. Coordinate with other CARB projects (e.g., Access Clean California, Clean Mobility Options Voucher Pilot) where appropriate and as requested by CARB.

1.3. Partnerships. Coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure. This must include:

- a. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping CARB informed of progress on all projects, including those that are being led by one of the Subgrantees.
- b. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
- c. Accessible public meetings to share progress and receive feedback on project implementation and design
- d. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project
- e. Incentivize participation of all project partners, including Community Partners, appropriately

1.4. Community engagement. Directly and actively engage community residents during project implementation to ensure that project design and implementation meet the needs of the residents. The Grantee must:

- a. Ensure that funded activities focus on engaging community residents located or involved in the STEP Community.
- b. Use community engagement methods recommended in the Community Inclusion Guidance.

- c. Develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.
- d. Conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents.
- e. Focus on engaging hard-to-reach residents whose interests have historically been under-represented.
- f. Ensure that funded activities collect data on residents' current knowledge regarding clean transportation options.
- g. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- h. Incentivize community residents appropriately for their time and expertise during their participation in community engagement activities.
- i. Develop plans for community engagement activities, either as part of the Status Reports or as stand-alone plans.
- j. Ensure that all community engagement plans have been approved by CARB prior to implementation.

1.5. Outreach and education. Conduct outreach and education with community residents to help ensure that identified end users in the community have the knowledge necessary to use new transportation services and to inform their participation in decision-making processes. The Grantee must:

- a. Ensure that funded activities focus on reaching out to or educating community residents located or involved in the STEP Community.
- b. Use outreach and education methods recommended in the Community Inclusion Guidance
- c. Conduct outreach and education activities that meet the needs of the residents, such as translating materials and creating events at times that are convenient to community residents
- d. Ensure that funded activities collect data on residents' current knowledge regarding clean transportation options.
- e. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- f. Educate community residents about other applicable CARB funding opportunities, including Access Clean California and the clean vehicle ownership programs (e.g., CVRP, Clean Cars 4 All, CVAP), and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project).
- g. Develop plans for outreach and education activities, either as part of the Status Reports or as stand-alone plans.
- h. Ensure all outreach, education, and press materials and outreach and education plans have been approved by CARB and adhere to the California Climate Investments guidelines, as identified in Exhibit A, Section B of this Grant

Agreement, prior to implementation.

1.6. Develop policies and procedures manuals. Such documents and process flow charts should describe the Grantee's administrative actions for evaluating and processing project participants, tracking vehicle maintenance for all project vehicles, and data gathering and reporting for all aspects of the project. Examples include, but are not limited to:

- a. Organizational charts
- b. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 - i. Community engagement, outreach, and education
 - ii. Participant information, enrollment, and tracking
 - iii. Vehicle reservations, tracking, and maintenance
 - iv. Data collection and reporting
- c. Develop and maintain accounting procedures to track expenditures by:
 - i. Grant Agreement number
 - ii. Fiscal year
 - iii. Funding source
- d. Provisions to protect against conflict of interest
- e. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred
- f. Provisions to protect personally identifiable information

1.7. Project records. As defined in Exhibit A, Section K of this Grant Agreement, establish and maintain records on items that include, but are not limited to, participants, vehicles, Electric Vehicle Supply Equipment (EVSE), fuel, and maintenance as follows:

1.7.1. Identify participant data that are confidential and develop measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be kept confidential.

1.7.2. Record the physical address and census tracts of each location that project vehicles are domiciled or operated within and each location EVSE is installed.

1.7.3. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.

1.7.4. Develop and enforce security measures to safeguard project database(s).

1.7.5. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

1.7.6. Retain files during the term of the Grant Agreement plus three years after the grant term expires.

1.7.7. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.

1.8. Document and track expenditures, as defined in Exhibit A, Section G of this Grant Agreement.

1.9. Fulfill any needed project readiness requirements such as obtaining permits for charging infrastructure, obtaining encroachment permits and ensuring sufficient electrical capacity at designated charging station sites.

1.10. Reporting and documenting expenditure of State funds. As defined in Exhibit A, Section I of this Grant Agreement, report on and assess progress throughout project implementation via the participant and project metrics identified in Appendix H, Status Reports, and the Final Report. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include better understanding the projects' impacts on behavior change, vehicles miles traveled, and equity.

1.10.1. Develop plans for the collection of data, either as part of the Status Reports or as stand-alone plans, and carry out those plans using appropriate metrics and tools. Ensure that all data collection plans have been approved by CARB. Metrics should include information about transportation modes used and trips taken by community residents before and after the project's implementation. CARB will coordinate with the Grantee to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, participant metrics should be collected prior to launch of a new project, midway through a project, and at the end for Final Report reporting.

1.10.2. For all projects, track and report metrics, such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. The Grantee must track and report these data at least quarterly.

1.10.3. Participate in third-party research projects as requested by CARB.

1.10.4. Status Reports: Submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary to justify more frequent disbursements with prior

approval from CARB. These reports must be approved by CARB and must contain at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Exhibit A, Section I of this Grant Agreement.

1.10.5. Final Report: The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2025**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2024**, whichever comes first. Final reports must contain at minimum the information outlined in Exhibit A, Section I of this Grant Agreement.

Task 1.11. The Grantee may add additional projects with the written approval of CARB. This type of change may require a grant amendment. Any additions will incorporate community decision-making. The Grantee must show that each project will:

- a. Meet applicable State laws
- b. Meet STEP's objectives, including all of the following:
 - i. Address a community-identified transportation need
 - ii. Support increasing access to key destinations
 - iii. Facilitate or achieve GHG emission reductions
- c. Meet all requirements specified in Appendix E of the Grant Solicitation
- d. Meet applicable requirements of statutes, applicable State law, the FY 2019-20 Funding Plan, the FY 2019-20 STEP Implementation Grant Solicitation, this Grant Agreement, and all Exhibits and Attachments to this Grant Agreement. The FY 2019-20 Funding Plan for Clean Transportation Incentives is available at: <https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf>

Task 2. Mobility wallet

The Mobility Wallet expands on current Transit Access Pass (TAP) integration efforts. It consists of both analog and digital components to provide a seamless transportation pass for low-income, student, senior, and disabled riders through the STEP Community. The mobility pass will include transit and shared mobility credits for an approximately 2,500-person pilot subscriber base for one year as part of a monthly transportation allocation that will also include access to the Electric Mobility services provided in this proposal.

2.1. Integrate mobility wallet software and shared mobility services' backend mobile application platforms.

2.1.1. Develop initial scope of work for mobility wallet software development, issue solicitation and selection of vendors.

2.1.2. Execute mobility wallet software development.

2.1.3. Beta test Mobility Wallet and open pilot enrollment period.

2.2. Provide subsidies for transit and shared mobility.

2.2.1. Launch mobility wallet pilot. Aim for 500 subscribers pre-enrolled.

2.2.2. Fully operate mobility wallet. Aim for 2,500 subscribers fully enrolled.

Task 3. Electric mobility

Electric mobility includes provision of three different and complementary clean transportation services. LADOT will provide access to approximately 250 electric pedal-assist bikes at library hubs and will expand the program as demand is evaluated. This library may include e-cargo bikes as part of a zero-emission delivery program. LADOT will also bring an on-demand free shuttle to the community, operating all-electric shuttles for approximately one year. The shuttle service will fill gaps in the Downtown Area Short Hop (DASH) service area, eliminate the need for transfers, and extend services hours into the evening. And lastly, LADOT will expand the BlueLA carshare pilot to South LA. The expansion will include approximately 50 additional vehicles and 3,000 users into the program through enhanced outreach in conjunction with the Mobility Wallet. A steering committee composed of community-based organizations will guide program design for these three new/expanded services.

3.1. Implement e-bike library. The Los Angeles Cleantech Incubator (LACI) will work to procure an e-bike library model that provides free electric bicycle access for extended “check-outs” to South LA residents. The program will feature at least 250 e-bikes, deployed over a period of two years, and may include e-cargo bikes and adaptive e-bikes. LACI will run an RFP process in 2021 to support a mid-2022 program launch.

3.1.1. Recruitment and release RFP for and select an e-bike library operator.

3.1.2. Develop feasibility study and recommendations for incorporating e-bike / cargo e-bike delivery services into e-bike library.

3.1.3. Selected vendor will procure at least 250 e-bikes. Obtain e-bike insurance as required in Exhibit A, Section O and provide proof of insurance to CARB prior to e-bike library implementation. Follow the requirements for funded micromobility vehicles:

- a. Purchased micromobility vehicles must be new.
- b. Micromobility vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- c. Micromobility service must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the vehicles.
- d. Micromobility service must be registered with the local jurisdiction,

where available.

- e. Micromobility vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.

3.1.4. Launch e-bike library. Aim to have 125 subscribers pre-enrolled.

3.1.5. Operate and oversee e-bike library.

3.2. Pilot electric on-demand community shuttle.

3.2.1. Finalize procurement process for on-demand community shuttle service. Procure a turnkey operator to provide shuttles (up to 4), charging infrastructure and installation, drivers, and routing software. Obtain shuttle insurance as required in Exhibit A, Section O and provide proof of insurance to CARB prior to shuttle implementation. Follow the following requirements for funded light-, medium-, and heavy-duty vehicles:

- a. Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- b. Vehicles must be zero-emission.
- c. Vehicles may be purchased or leased (2-year minimum lease period).
- d. Vehicles must be on the eligible Clean Vehicle Rebate Project (CVRP) or Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) Eligible Vehicle lists^{3,4} at the time of purchase, including vehicle models that were removed due to CVRP policy changes effective December 3, 2019.
- e. Vehicles must be registered in California.
- f. Vehicles must be compliant with all applicable State requirements, including, but not limited to applicable CARB engine or vehicle approval or certification and Department of Motor Vehicles licensing.
- g. No modifications can be made to the vehicle's emissions control systems, hardware, or software calibrations (California Vehicle Code (CVC) Section 27156).
- h. Vehicle title cannot be salvaged (as defined in CVC section 544).
- i. Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- j. Vehicles must be under warranty with the manufacturer for the duration of the grant term.
- k. Used vehicles must meet the following additional requirements at the time of purchase or lease:

³ <https://cleanvehiclerebate.org/eng/eligible-vehicles>

⁴ <https://www.californiahvip.org/how-to-participate/#Eligible-Vehicle-Catalog>

- i. Vehicle model year must be 4 years or newer.
- ii. Vehicle mileage cannot exceed 48,000 miles.
- iii. Vehicle cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased or leased.
- iv. Vehicles must be inspected by a licensed automotive mechanic.
- v. Batteries in vehicles must be new (new batteries may be purchased).
- vi. Vehicles that previously have participated in CVRP (received rebates) must have passed the compliance period and have fully complied with program requirements.
- vii. Vehicles must be formerly listed under the eligibility list of CVRP according to their model years

3.2.2. Launch and beta test on-demand community shuttle.

3.2.3. Continued operations of on-demand community shuttle.

3.3. Expand electric vehicle car share. The existing BlueLA program will expand to South LA, bringing at least 50 vehicles to STEP neighborhoods, in coordination with Task 4 EVSE infrastructure. The program will operate for at least three years.

3.3.1. Hold South LA kick-off meeting.

3.3.2. Negotiate and execute service contract(s). Obtain EV insurance as required in Exhibit A, Section O and provide proof of insurance to CARB prior to carshare implementation.

3.3.3. Conduct EV maintenance training.

3.3.3.1. Recruit and train approximately 10-15 EV technicians in first cohort.

3.3.3.2. Recruit, start, and complete first cohort of approximately 9 EV technician internships.

3.3.3.3. Recruit and train approximately 10-15 EV technicians in second cohort.

3.3.3.4. Recruit, start, and complete second cohort of approximately 9 EV technician internships.

3.3.4. Deploy at least 50 EVs to the project area. Follow the requirements for

light-, medium-, and heavy-duty vehicles outlined in subtask 3.3.2. Internal/external outreach on program siting will follow the outreach and education requirements in Task 1.5.

3.3.5. Continue carshare service operation for at least 50 vehicles added.

Task 4. Charging for all

The Charging for All project will create a network of approximately 50 public Level 2 (L2) chargers throughout the entire STEP project area, geographically dispersed such that all residents are within minutes of a public charger. The chargers will be open and available to the community at public facilities they already make use of, such as city-owned parking lots and libraries, and will be available at the curbside, affixed to street lights. In addition to the L2 network, a high speed DC fast charging plaza will also be deployed. This will help to enable electrification for 1) residents of multi-family homes and 2) commercial drivers living or working in the neighborhood, including rideshare and other gig or delivery workers.

Follow the requirements for funded EVSE purchase and installation:

- a. EVSE must be installed to provide electricity to project vehicles.
- b. EVSE must comply with California Electric Vehicle Infrastructure Project (CALeVIP) equipment requirements.⁵
- c. EVSE may be installed in commercially, residentially, or public facility zoned locations.
- d. EVSE may include ports for micromobility vehicle charging or fueling if the project design includes micromobility vehicles.
- e. EVSE may be Level 2 (rated up to 240 volts alternating current [AC], up to 60 amperes [amps], and up to 14.4 kilowatts) or Level 3 (high voltage AC or direct current [DC] with the capability to charge a vehicle to approximately 80 percent capacity within 30 minutes).
- f. EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.

Assembly Bill 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment **for work performed on or after January 1, 2022**, subject to certain exceptions (see below). Therefore all electric vehicle charging infrastructure and equipment funded by STEP located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do

⁵ <https://calevip.org/resources-ev-charging-manufacturers-service-providers>

not apply to any of the following:

1. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
2. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
3. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Beginning January 1, 2022, Grantees will be required to submit proof to CARB of the required EVITP certification before performing any installation work as described above

4.1. Create one DC Fast Charger (DCFC) Plaza hub with 4 charge ports.

4.1.1. Execute contract(s) with charging infrastructure company EVgo and submit DCFC maintenance plan.

4.1.2. Conduct initial documentation discovery and site visits with vendors, city staff, and partners.

4.1.3. Install DCFC Plaza hub.

4.2. Provide at least 20 L2 EVSE at libraries and at least 30 L2 EVSE at Bureau of Street Lighting (BSL) facilities.

4.2.1. Execute interdepartmental MOU between LADOT and BSL related to street lighting EV chargers.

4.2.2. Conduct internal/external outreach on station siting. Follow the outreach and education requirements in Task 1.5.

4.2.3. Develop siting plan (inclusive of carshare station siting in South LA) in concert with project steering committee, conduct initial documentation discovery and conduct site visits with vendors, city staff, and partners, and submit EVSE maintenance plan (for BSL chargers).

4.2.4. Execute contract with level 2 EVSE vendor(s) as needed. BSL will directly purchase and install their own equipment, so contracting will likely only be needed for library chargers. Negotiate EVSE maintenance plan.

4.2.5. Install approximately 20 chargers across five library locations and at least 30 chargers at curbside streetlight charging locations.

4.2.6. Energize and commission chargers.

4.3. Conduct a feasibility assessment for installation of chargers. All necessary permits for installation of chargers will be obtained from the Los Angeles Department of Building and Safety (LADBS). All permits will be acquired within 12 months of grant execution unless a new timeline is determined in consultation with CARB.

4.4. Execute a training curriculum, followed by a paid internship program, which is focused on station charger repairs. ~~This will link to the BlueLA charging station infrastructure, but will also be employed more broadly (there are over 10,000 public chargers in the City of LA).~~

Task 5. Stakeholder engagement & outreach

Stakeholder engagement will include representation from local Community Based Organizations (CBO), as well as capacity building for area residents to serve an advisory role on the project. Selected residents will receive training and mentorship to support role on Resident Advisory Committee (RAC). Duties for residents and CBO representatives will include guidance and input on outreach events, communication of project developments to community, and recommendations as appropriate on technical components including, but not limited to, site selection or design aspects. CicLAvia open street events serve as testing and onboarding platforms for the STEP-funded projects, as well as venues for data collection, community feedback, and outreach and recruitment for the Community Stakeholder Structure.

5.1. South Los Angeles Transit Empowerment Zone (SLATE-Z) stakeholder outreach and engagement. Follow the community engagement, outreach, and education requirements in subtasks 1.4 and 1.5.

5.1.1. Conduct RAC training.

5.1.1.1. Develop training curriculum and recruit cohort 1.

5.1.1.2. Conduct approximately three-month training with cohort 1 (approximately 5 to 10 members). Continue offering support, mentoring, and coaching cohort members during their tenure on the Steering Committee.

5.1.1.3. Recruit cohort 2.

5.1.1.4. Conduct approximately three-month training with cohort 2 (approximately 5 to 10 members). Continue offering support, mentoring, and coaching cohort members during their tenure on the Steering Committee.

5.1.2. Create and convene steering committee, which will include CBO representatives, RAC members, Community Partners identified in the proposal, and the Subgrantees.

5.1.2.1. Appoint initial steering committee and assign members to subcommittees that will focus on items such as outreach events and specific project implementation (e.g., site selection, outreach strategies, and/or design elements).

5.1.2.2. Hold first steering committee meeting.

5.1.2.3. Convene bi-monthly steering committee meetings on an ongoing basis.

5.1.3. Develop and implement CBO ambassador program.

5.1.3.1. Develop scope of work for CBO engagement and procure materials to support events and outreach (e.g., surveys, canvassing, social media, focus groups, town halls) based on plans developed for Task 1.5.

5.1.3.2. Launch RFP for CBOs's participation in collaborative stakeholder structure and program outreach, review bids, and select vendor(s).

5.1.3.3. Finalize agreements with CBOs.

5.1.3.4. Conduct CBO engagement.

5.1.4. Develop and implement youth ambassador program. The youth ambassadors will support specific outreach activities, identified based on the project's needs. A project-specific curriculum will be developed to prepare the youth to support the identified community outreach activities and objectives.

5.1.4.1. Develop youth ambassador program pilot plans, including items such as a curriculum, teacher playbook. The curriculum may include topics such as: sustainable transportation, environmental justice (including using GIS and data to identify impacted communities), community/peer organizing and engagement, catalytic youth leadership, and specific skills related to participating in quick build projects. Design recruitment strategy.

5.1.4.2. Implement youth ambassador program in partnership with LATTC. This would integrate LATTC youth employment curriculum

with outreach efforts (ongoing for individual electric mobility projects and tied to subtask 5.2 and Task 6).

5.2. CicLAvia outreach and engagement. Follow the community engagement, outreach, and education requirements in subtasks 1.4 and 1.5.

5.2.1. Plan CicLAvia events.

5.2.1.1. Conduct route assessment and stakeholder engagement to mitigate route impacts.

5.2.1.2. Secure route permits for fall 2022 CicLAvia event.

5.2.2. Implement CicLAvia events.

5.2.2.1. Support Metro-funded CicLAvia, recruit for participation in RAC, and beta test for mobility programs.

5.2.2.2. Conduct outreach, execute, and document the South LA CicLAvia event.

Task 6. Quick-build active streets

Quick-build active streets encompasses engagement, community-based design exercises, pop-up demonstrations, and implementation of quick-build street safety elements in the STEP Community. The project will collaboratively design, test, and implement low-stress street routes that support other STEP project components and access to key destinations. Key deliverables may include safety education programming, community bicycle rides to identify connectivity improvement needs, pop-up safety demonstrations, and implementation of infrastructure projects along specific street corridors, such as quick-build traffic calming, wayfinding, and active mobility infrastructure.

6.1. Develop project plan for planning, engagement and educational activities following the community engagement, outreach, and education requirements in subtasks 1.4 and 1.5, for submission to CARB for review.

6.2. Conduct planning, engagement and education. Convene working group; develop and deliver one safety education programming event, one route ride, and two design labs; and conduct other engagement activities as necessary.

6.3. Develop conceptual plans, initial feasibility review for toolkit items, and list of materials for procurement. Develop site plans and evaluation metrics for pop-up demonstrations. Implement two one-day pop-up events at up to 5 locations subject to community prioritization in collaboration with engagement partners.

6.4. Create final engineering and design plans for implementation of quick-build traffic calming treatments.

6.5. Implement quick-build design treatments at up to 5 locations subject to community prioritization, including striping, signage, bollards, and other temporary elements to improve street safety.

Task 7. Rail to Rail first mile – last mile

This project includes street enhancements that will facilitate safe and comfortable pedestrian and bicycle connections between the future Rail to Rail Active Transportation Corridor and the Crenshaw/LAX Fairview Heights Station. Street enhancements may include improved signage and wayfinding markers, paving, striping, sidewalks, ADA ramps, and street lighting among other improvements. This task closes an approximately one-half mile gap between the County’s first urban rails to trails project and a new light rail station.

7.1 Perform community and stakeholder engagement, surveys, utility location, and early design for the bikeway connection and pedestrian improvements.

7.2 Once community and stakeholder engagement yields a design for the bikeway, finalize the project design. Perform any additional field surveys to support final design and work with departments to achieve plan approval.

7.3. Construct the active transportation infrastructure. This may include paving, striping, signage, traffic control, lighting/CCTV/signals, utilities/drainage, landscape, etc.

Attachment III – Task and Disbursement Schedule

Grantee: Los Angeles Department of Transportation
 Project: South Los Angeles Universal Basic Mobility Pilot Program
 Grant Number: **STEP-IG-02**

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	5/15/21	11/30/21	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 5.2	CicLAvia outreach and engagement	7/1/21	11/30/21	Initial draft of outreach materials	\$25,000.00
Task 6.1	Develop quick-build active streets project plan	6/1/21	9/1/21	Quick-build active streets plan	\$48,437.00
	Disbursement request #1		11/30/21		\$93,437.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	12/1/21	2/28/22	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$30,000.00
Task 3.1	Implement e-bike library	5/15/21	2/28/22	Recruitment and RFP for e-bike procurement, selected operator	\$600,000.00

				and operations, executed agreement with vendor(s)	
Task 5.2	CicLAvia outreach and engagement	12/1/21	2/28/22	Permits and outreach materials. Documentation of CicLAvia events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.	\$50,000.00
Task 6.2	Conduct planning, engagement, and education for quick-build active streets	9/1/21	12/31/22	Documentation for outreach and engagement activities, which may include sign-in sheets, photos taken at events, and event handouts/flyers.	\$48,438.00
	Disbursement request #2		2/28/22		\$728,438.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	3/1/22	8/30/22	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 2.1	Integrate mobility wallet software and shared mobility services' backend platforms	6/16/21	8/30/22	Scope of work, solicitation materials, and agreement. Documentation of beta test and enrollment period, vendor selection, and software development.	\$500,000.00
Task 4.2	Provide at least 20 L2 EVSE at libraries and 30 L2 EVSE at BSL facilities	5/15/21	8/30/22	Interdepartmental MOU, Siting plan, documentation of internal/external outreach, submitted EVSE maintenance plan	\$235,500.00

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Task 4.3	Obtain permits for chargers	5/15/21	5/15/22	Documentation of permits	\$0
Task 5.1	CBO and youth ambassador programs	8/31/21	8/30/22	Scope of work for CBO engagement, outreach and engagement materials, RFP, agreements with CBOs. Documentation of outreach and engagement activities, which may include sign-in sheets, photos taken at events, and event handouts/flyers. Youth ambassador program curriculum/teacher playbook and recruitment strategy. Youth ambassador training materials, list of events, sign in-sheets and events outcomes.	\$85,000.00
Task 5.1	SLATE-Z stakeholder outreach and engagement	5/15/21	8/30/22	RAC training materials. Documentation of completion of cohort 1 and steering committee meetings, which may include agendas, sign-in sheets, meeting notes, and other meeting materials.	\$171,649.50
Disbursement request #3			8/30/22		\$1,012,149.50

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	9/1/22	2/28/23	Quarterly status reports, including data collected, meeting agendas and notes, and other info	\$20,000.00

				requested as part of quarterly reports	
Task 3.3	EV maintenance training	2/1/22	12/31/22	Documentation of EV maintenance training for first cohort and internships, which may include recruitment and training materials, schedule, sign-ups, and certificates of completion	\$92,927.40
Task 7.1	Planning & preliminary design of Rail to Rail first mile – last mile project	3/1/22	9/30/22	Plans and preliminary designs	\$0 (covered by resource contribution)
Task 7.2	Final design of Rail to Rail first mile – last mile project	3/1/22	2/28/23	Final designs	\$0 (covered by resource contribution)
Task 5.2	CicLAvia outreach and engagement	4/1/22	2/28/23	Permits and outreach materials. Documentation of CicLAvia events, which may include sign-in sheets, photos taken at events, and event handouts/flyers.	\$100,000.00
Disbursement request #4			2/28/23		\$212,927.43

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	3/1/23	5/31/23	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$18,195.60
Task 3.1	Implement e-bike library	6/1/22	5/31/23	Feasibility study and recommendations for program	\$440,000.00

				deployment. Documentation of first year of e-bike library implementation, vendor selection, procurement of e-bikes, subscriber progress, and bike maintenance records. Proof of insurance for e-bikes (provided to CARB prior to e-bike library implementation).	
Task 3.3	Electric vehicle carshare expansion	6/1/22	5/31/23	Service contract(s) and Documentation of EV car share first year operations, which may include number of trips, number of riders and maintenance issues. Proof of insurance for carshare vehicles (provided to CARB prior to carshare expansion implementation).	\$317,500.00
Task 4.1	Create one DC Fast Charger Plaza hub with 4 charge ports	5/15/21	3/1/23	Executed contract and submitted maintenance plan. Documentation of site visits, which may include Photos and/or site plans. Documentation of installation, which may include photos and site plans.	\$125,000.00
	Disbursement request #5		5/31/23		\$922,500.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	6/1/23	8/31/23	Quarterly status reports, including data collected, meeting	\$30,000.00

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				agendas and notes, and other info requested as part of quarterly reports	
Task 3.2	Pilot electric on-demand community shuttle	3/1/22	8/31/23	Turnkey operator procurement materials and agreement. 6-month report on service, which may include number of trips, number of riders, days of operations and any maintenance issues. Proof of insurance for shuttles (provided to CARB prior to shuttle implementation).	\$520,000.00
Task 4.2	Provide at least 20 L2 EVSE at libraries and 30 L2 EVSE at BSL facilities	5/15/21	6/30/23	Interdepartmental MOU, Siting plan, documentation of internal/external outreach, submitted EVSE maintenance plan, and documentation of site visits, which may include photos and plans. Contract amendment with level 2 EVSE vendor(s) (if applicable). Documentation of charger installations, which may include photos.	\$235,500.00
Task 4.4	Workforce development – EVSE technicians	5/15/21	6/30/23	Training curriculum and cohort certification (i.e. summary memo)	\$120,000.00
	Disbursement request #6		8/31/23		\$900,695.60

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
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Task 1	Proposal administration	9/1/23	11/30/23	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 2.2	Implement subsidy for transit and shared mobility	9/1/22	11/30/23	Documentation of mobility wallet pilot, including subscriber progress and usage information.	\$256,770.00
Disbursement request #7			11/30/23		\$276,770.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	12/1/23	2/29/24	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 3.2	Pilot electric on-demand community shuttle	3/1/22	2/29/24	Turnkey operator procurement materials and agreement. Documentation of service, one-year report, which may include number of trips, number of riders, days of operations and any maintenance issues.	\$520,000.00
Task 6.3	Develop materials and plans in preparation for pop-up demonstrations and implement one-day pop-up demonstrations	1/1/23	12/31/23	Conceptual plans, initial feasibility review, list of materials for procurement, site plans, and evaluation metrics. Documentation of pop-up events, which may include sign-in sheets,	\$0 (covered by resource contribution)

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				photos taken at events, and event handouts/flyers.	
Task 7.3	Rail to rail construction	3/1/23	12/20/23	Preliminary design, final design and completion of construction.	\$500,000.00
	Disbursement request #8		2/29/24		\$1,040,000.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	3/1/24	5/31/24	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 3.1	Implement e-bike library	6/1/23	5/31/24	Documentation of second year of e-bike library implementation, which may include subscriber progress and bike maintenance records	\$440,000.00
Task 3.3	Electric vehicle carshare expansion	6/1/23	5/31/24	Service contract(s) and Documentation of second year operations, which may include number of trips, number of riders and maintenance issues.	\$317,500.00
Task 6.4	Create final engineering and design plans for quick-build active infrastructure	9/1/23	3/30/24	Final engineering and design plans	\$0 (covered by resource contribution)
	Disbursement request #9		5/31/24		\$777,500.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
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Los Angeles Department of Transportation STEP Implementation Grant Agreement

Task 1	Proposal administration	6/1/24	8/31/24	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 3.3	EV maintenance training	8/1/23	6/15/24	Documentation of EV maintenance training for second cohort and internships, which may include recruitment and training materials, schedule, sign-ups, and certificates of completion	\$92,927.00
Task 6.5	Implement quick-build design treatments.	1/1/24	6/30/24	Photo documentation, completion report	\$403,125.00
Disbursement request #10			8/31/24		\$516,052.44

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	9/1/24	11/30/24	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 5.1	CBO and youth ambassador programs	9/1/22	11/30/24	Scope of work for CBO engagement, outreach and engagement materials, Documentation of outreach and engagement activities, which may include sign-in sheets, photos taken at events, and event handouts/flyers.	\$85,000.00

				Youth ambassador program curriculum/teacher playbook and recruitment strategy. Documentation for implementation of youth ambassador program, which may include youth ambassador training materials, list of events, sign-in sheets and events outcome.	
Task 3.3	Electric vehicle carshare expansion	6/1/24	11/30/24	Service contract(s) and Documentation of second year operations, which may include number of trips, number of riders and maintenance issues.	\$317,500.00
	Disbursement request #11		11/30/24		\$422,500.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	12/1/24	2/28/25	Quarterly status reports, including data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,151.53
Task 5.1	SLATE-Z stakeholder outreach and engagement	9/1/22	12/31/24	RAC training materials. Documentation of training materials and steering committee meetings, which may include agendas, sign-in sheets, meeting notes, and other meeting materials.	\$171,649.50

	Disbursement request #12		2/28/25		\$191,801.03
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EXHIBIT B**Attachment IV – Key Project Personnel**

Grantee: Los Angeles Department of Transportation
 Project: South Los Angeles Universal Basic Mobility Pilot Program
 Grant Number: **STEP-IG-02**

Role and Name of Entity	Personnel Name and Title	Expected Duties
Grantee Los Angeles Department of Transportation	Shirin Sadrpour Environmental Affairs Officer, STEP Grant Program Manager	Act as lead to coordinate implementation. This includes overseeing grant execution, partnership contracting, and financial oversight, LADOT will also be charged with leading specific project implementation including: 1) Procuring and Delivering an On-Demand Shuttle Service, 2) Supporting LACI's procurement of a Micro-Mobility Fleet and related support and guidance with implementation model, 3) Managing Implementation of Charging for All project, and 4) Supporting Los Angeles County Metropolitan Transportation Authority in Mobility Wallet implementation. LADOT will also work closely with SLATE-Z to implement collaborative decision making structure. LADOT will participate on the Steering Committee and will also lead overall reporting and evaluation of the pilot program.
	Anita Tang Car Share Program Manager	Coordinate implementation of BlueLA related implementation.
	Joshua Fogelson Transportation Planning Associate	Leads implementation of On-demand Micro-transit Pilot.
	Janna Smith Supervising Transportation Planner	Leads mobility wallet integration with LADOT transit services.

Subgrantee CicLAvia	Tafarai Bayne Chief Strategy Officer	Produce 2-3 Open street Interventions in South LA Events. Serve on the governance steering committee and integrate the STEP-funded projects into outreach and engagement plans for the region.
Subgrantee EVgo	Lars Peters Senior Director Business Development, Utilities and Public Agencies	EVgo is committed to Charging for All; that includes working to ensure that historically underserved communities are not left behind in the transition and can enjoy the health, environmental, and economic benefits of a zero emission transportation ecosystem. This work has included not only the implementation of programs such as EACH and Green Raiteros as detailed in EVgo credentials statement, but also working with local community-based organization to develop learnings and engagement strategies to underserved groups. EVgo continues its work to understand and implement actions to addressing historical and current systemic inequities both as an organization internally and as a leading public charging provider.
Subgrantee Los Angeles Cleantech Incubator (LACI)	Meg Arnold SVP of Market Transformation	LACI supports the E-Bike Library project (in particular if used as part of a zero-emission delivery program), leveraging its experience as one of the leading small business incubators in the U.S. to introduce innovative new mobility businesses, along with targeted workforce development and related job creation. LACI is one of the core partners for this STEP application and is an active participant in all decision-making discussions from the scope of the proposal through project implementation.
Subgrantee Los Angeles County Metropolitan Transportation Authority (LA Metro)	Avital Shavit Senior Manager, Office of Extraordinary Innovation	Implement Mobility Wallet project. Support LADOT, LACI, SLATE-Z and CicLAvia in community engagement and education. Serve on governance structure Steering Committee.
Subgrantee	Scott Briasco	DWP will play a lead financing role by

Los Angeles Department of Water and Power (LADWP)	Electric Transportation Project Manager	providing rebates for all the EVSE projects in the application, and as the utility serving any newly installed electrical infrastructure, will be standing by to help with interconnection and new service requests.
Subgrantee Los Angeles Mayor's Office	Michael Samulon Senior Policy Analyst, Mayor's Office of Sustainability	The Mayor's Office will play a coordinating and facilitating role between departments to ensure that no projects are held up due to any internal bureaucratic issues. The Mayor's Office will also help oversee the initial contracting with EVSE companies to ensure that all Department requirements are satisfied to allow for Department PMs to do their implementing jobs.
Subgrantee Bureau of Street Lighting	Clinton Tsurui Street Lighting Engineer	BSL will lead installation of street light electric vehicle charging stations as part of the Charging for All project.
Subgrantee Los Angeles Trade Technical College (LATTC)	Jesse Guerra Director, Transportation Workforce Institute	Conduct Electric Vehicle (EV) Technician training and place students in internships, develop and implement an eMobility Youth Ambassador program, and coordinate with STEP partners to create articulated workforce development programs and career pathways.
Subgrantee Mobility Development (MD)	Creighton Randall CEO	MD will provide technical assistance to LADOT throughout the project, leveraging expertise in planning, procuring, and operating carsharing, bikesharing, and ride-hailing networks. MD will be particularly focused on the three Electric Mobility initiatives but will also interface with Mobility Wallet and CicLAvia components.
Subgrantee South Los Angeles Transit Empowerment Zone (SLATE-Z)	Paul Pulido Executive Director	Leverage community engagement and convene governance Steering Committee, which will oversee the STEP-funded projects and make implementation decisions
Community Partner South LA Climate Commons	Otesha Mosely-Bremond Director, Environmental	Leverage community engagement from Transformative Climate Communities Planning Grant

	Awareness, Brotherhood Crusade	
Community Partner MoveLA	Eli Lipmen Deputy Director	Community engagement and advocacy on sustainable transit
Community Partner Community Coalition	Leslie Johnson Vice President of Organizational Development	Community engagement, RAC mentoring and training
Community Partner CD Tech	Benjamin Torres President and CEO	Community engagement, RAC mentoring and training
Community Partner YWCA-Greater Los Angeles	Faye Washington President and CEO	Community engagement and visioning on workforce development with broad reach across Los Angeles region
Community Partner Para Los Niños	Sam Joo Vice President of Student and Community Services	Leverage Promotoras community engagement network
Community Partner Ride-On! Bike Cooperative	Ade E. Neff Founder	Resident engagement on transit accessibility
Community Partner Community Health Councils	Veronica Flores President and CEO	Community and civic engagement
Community Partner Coalition for Responsible Community Development	Mark Wilson President and CEO	Outreach and workforce development

Community Partner Los Angeles City Council District 8	Kristen Gordon Economic Development Deputy	Community and civic engagement
Community Partner Los Angeles City Council District 9	Sherilyn Correa Director of Planning and Economic Development	Community and civic engagement, workforce and economic development support
Community Partner Los Angeles City Council District 10	Mark Ridley-Thomas Councilmember	Community and civic engagement
Community Partner Los Angeles County Supervisorial District 1	Martin Reyes Transportation Deputy	Project implementation guidance and feedback
Community Partner Los Angeles Public Library	Eloisa Sarao Facilities and Event Management	Project implementation guidance and feedback

EXHIBIT C

GRANTEE PROPOSAL PACKAGE

CARB will include selected sections of the Grantee's proposal package in this section.

EXHIBIT D

GRANT SOLICITATION PACKAGE

CARB will include the grant solicitation package in this section.

EXHIBIT E

PAYEE DATA RECORD

CARB will include the Grantee's payee data record in this section.