



MICHAEL OWH
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

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Speed. Reliability. Value.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 17, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

29 December 17, 2024

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL FOR THE INTERNAL SERVICES DEPARTMENT TO ACCEPT CHARGING AND FUELING INFRASTRUCTURE GRANT FUNDS FROM THE DEPARTMENT OF TRANSPORTATION; AND CHARGING INFRASTRUCTURE FOR GOVERNMENT FLEETS GRANT FUNDS FROM THE CALIFORNIA ENERGY COMMISSION (ALL DISTRICTS – 4 VOTES)

SUBJECT

Request authority for the Internal Services Department (ISD) to accept Charging and Fueling Infrastructure (CFI) Grant funds from the Federal Department of Transportation (DOT) to deploy accessible, affordable and equitably distributed electric vehicle (EV) charging infrastructure within the County of Los Angeles (County); and also to accept Charging Infrastructure for Government Fleets (Fleets) Grant funds from the California Energy Commission (CEC) to deploy EV charging infrastructure within County operated fleets in order to support the adoption of light-duty EVs, and to reduce vehicle emissions in high-need communities.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize ISD to accept \$15,000,000 of grant funding from the DOT's CFI Grant program (Attachment A: CFI Scope of Work) in order to implement the County's EV Charging for Los Angeles program by installing 1,263 Level 2 (L2) EV charging stations and 18 direct current fast chargers (DCFC) across underserved communities within the County in partnership with the Los Angeles County Metropolitan Transportation Authority (Metro) and the City of Los Angeles (LA City).

2. Authorize ISD to accept \$3,112,921 of grant funding from the CEC's Fleets program (Attachment B: Fleets Scope of Work) in order to implement the County's EV Charging for Los Angeles program, which includes the installation of 200 L2 EV charging stations and 10 DCFC EV charging stations at 18 County site locations to address critical gaps in the County's EV fleet infrastructure.
3. Delegate authority to the Director of ISD, or their designee, to (i) execute contractual agreements or amendments, (ii) exercise the extension options in existing contracts in accordance with the contract terms, (iii) make any other necessary changes which affect the scope of work, contract term, contract sum, payments, or any other term or condition included under this contract/agreement, with contractors, community-based organizations (CBO), and/or other public agencies to implement and administer the DOT CFI and CEC Fleets programs.
4. Find that the proposed action set forth in this Board letter is not a project, and therefore exempt, under the California Environmental Quality Act (CEQA) for the reasons stated herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow ISD to formally accept the grant funds from the Grantee Agencies described above and implement the following programs:

DOT CFI

On August 29, 2024, the County was awarded grant funds by the DOT for the administration, and implementation, of the Charging Up: Bringing Equitable Charging to Los Angeles County project proposal. This project will include County partnerships with Metro and LA City as subrecipients to deploy a large-scale network of publicly accessible, community-based EV chargers consisting of 18 DCFCs and 1,263 Level 2 (L2) chargers for a grand total of 1,281 strategically located deployments that will directly benefit underserved, high-need communities and expand on the over 2,500 chargers that the project team have already deployed. The chargers will be deployed across 15 community facilities, four park and ride multi-modal transportation hubs, and at 1,000 curbside light poles. The charging stations will be strategically located to directly benefit underserved and Justice40 communities and will create an estimated 3,000 high-quality jobs to support installation and maintenance needs.

To support the deployment of the 1,281 EV chargers, the grant partners will conduct community engagement in the immediate and surrounding communities of the project sites. Community engagement will be led by local non-profit and CBO to conduct strategic outreach to help drive EV charger utilization and support high-need communities with information on transitioning to EVs.

CEC Fleets

On September 18, 2024, the County was awarded grant funds by the CEC for the administration, and implementation, of the Drive LA: Electrifying Tomorrow's Fleet in Los Angeles County project proposal. Many County fleet drivers have had to rely on charging stations intended for the public, charging at 44 non-fleet reserved lots in 2023. These charging sessions that occurred at non-fleet reserved charging stations enabled an additional 214,100 miles to be traveled, but this likely reduced

access to the public for charging their own EVs. This utilization of non-reserved lots for fleet charging highlights the inadequacy of designated facilities and underscores the missed opportunities for private County vehicle charging. The County's status as a leader in EV adoption amplifies the urgency of addressing this shortfall in fleet charging infrastructure.

To address these critical gaps in the County's EV fleet infrastructure, it is imperative that the County supports strategic EV charging deployment for fleets as County departments are focusing on shifting their vehicle fleets to include more light-duty EVs. In addition to enhancing efficiency in public service delivery, this project aims to significantly reduce greenhouse gas (GHG) emissions and cut fuel costs for the County. The installation of sufficient charging infrastructure, tailored to current and projected demand, ensures seamless operation and maintenance of the County's fleet. With backing from the CEC's Infrastructure Charging for Fleets program, the County can smoothly transition its fleet to EVs without competing for charging resources with non-County drivers.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star

Goal 2: Fostering vibrant and Resilient Communities, by implementing infrastructure programs that works towards the County's adopted Sustainability Plan's vision of a fossil fuel free County. Along with many other efforts, this work will improve regional air quality and reduce GHG emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. ISD will utilize grant funding for staff to administer and implement the grant funded programs. Where funding may be distributed to other jurisdictions for program promotion or sub-regional coordination, ISD will execute Memoranda of Understanding or sub-agreements with those jurisdictions to disburse the funds.

The DOT CFI grant award is \$15,000,000 for Calendar Year (CY) 2025 through 2030 and requires the County to match an additional \$623,200 from ISD to cover program implementation, administration, and management. Metro and LA City are also required to provide match funds. Because of the timing with the budget cycle, the Fiscal Year (FY) 2024-25 ISD Operating Budget did not include the appropriation and funding to implement the components under DOT CFI grant. As a result, ISD plans to submit a mid-year budget adjustment of \$8,322,000 to support the technical supplies and services for the projects and other charges from the subrecipients under this Grant. Requests for activities beyond FY 2024-25 will be submitted ISD's annual budget request.

The CEC Fleets grant award is \$3,112,921 for CY 2025 through 2027 and requires the County to match an additional \$2,069,157 from ISD to cover program implementation, administration, and management. Because of the timing with the budget cycle, the FY 2024-25 ISD Operating Budget did not include the appropriation and funding to implement the components under CEC Fleets grant. As a result, ISD plans to submit a mid-year budget adjustment of \$1,038,000 to implement the technical supplies and services for the projects and programs under this Grant. Requests for activities beyond FY 2024-25 will be submitted ISD's annual budget request.

ISD will target incentive programs and rebates, such as Southern California Edison's Charge Ready Program to count towards match funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Board Letter is requesting your Board's approval to accept 2 one-time grant awards in the amount of \$18,112,921 from the DOT CY 2025 through 2030, and the CEC CY 2025 through 2027 to provide new clean transportation programs that will support the sustainability needs of County communities. The County will be required to submit monthly, quarterly, and annual reports on its performance and its budgets for each of these grants and, and the progress of these grant supported programs will also be reported out to your Board annually. All programs offered by the funded grants will be implemented by third-party contractors and CBO whose partnerships originated through existing relationships and/or contracts of the County.

ENVIRONMENTAL DOCUMENTATION

ISD does not anticipate any conflict with CEQA requirements as the charger installation will occur within current publicly managed facilities with existing infrastructure. Trenching, if any, will be minimal. Any panel upgrades that require permitting will be obtained prior to the initiation of the work. The scope of work is within the class of projects that has been determined not to have a significant effect on the environment. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would disallow an exemption.

CONTRACTING PROCESS

ISD currently administers the Energy Efficiency Project Master Agreement (EEPMA) Program which provides a pool of readily available prequalified contractors who under ISD's management, perform a variety of energy efficiency project services at County facilities. ISD plans on releasing competitive Work Order Solicitations to its qualified contractors under the EEPMA and award Work Orders to contract for a range of energy efficiency project services to implement and administer the DOT CFI and CEC Fleets programs work. All eligible contractors can respond to the Work Order Solicitation by submitting a bid in the applicable EEPMA category, and Contractors certified as a Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise will receive the applicable preference on their bids.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will result in increased operational efficiencies, and will augment the County's existing financial resources, by utilizing alternative funding sources to address those barriers that hinder the development and widespread use of EVs throughout the County.

CONCLUSION

Upon Board approval, please return three individually certified copies of the adopted Board Letter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael OWH", with a circular flourish at the end.

MICHAEL OWH
Director

MO:ML:LI:am

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
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- | | | | | | | | | |
|--|---|---|-----------------|------------------|----------------|---------------|------------------------|--|
| <p>1. Award No. <i>[FHWA HQ to enter]</i></p> | <p>2. Effective Date See No. 17 Below</p> | <p>3. Assistance Listings No. 20.205</p> | | | | | | |
| <p>4. Award To County of Los Angeles; 500 W. Temple St., Room 358, Los Angeles, CA, 90012 Unique Entity Id.: VWLGP6H5YKL6 TIN No.: 95-6000927</p> | <p>5. Sponsoring Office U.S. Department of Transportation Federal Highway Administration Office of Acquisition & Grants Management 1200 New Jersey Avenue, SE HCFA-43, Mail Drop E62-204 Washington, DC 20590</p> | | | | | | | |
| <p>6. Period of Performance From: Effective Date of Award To: <i>(Recipient enter duration)</i></p> | <p>7. Total Amount</p> <table border="0"> <tr> <td style="padding-right: 20px;">Federal Share:</td> <td>\$15,000,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td>\$7,525,529.50</td> </tr> <tr> <td>Total:</td> <td>\$22,525,529.50</td> </tr> </table> | Federal Share: | \$15,000,000.00 | Recipient Share: | \$7,525,529.50 | Total: | \$22,525,529.50 | |
| Federal Share: | \$15,000,000.00 | | | | | | | |
| Recipient Share: | \$7,525,529.50 | | | | | | | |
| Total: | \$22,525,529.50 | | | | | | | |
| <p>8. Type of Agreement Grant</p> | <p>9. Authority Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58, § 11401 November 15, 2021) codified at 23 U.S.C. 151</p> | | | | | | | |
| <p>10. Procurement Request No. <i>[FHWA HQ to enter]</i></p> | <p>11. Federal Funds Obligated <i>[FHWA HQ to enter]</i></p> | | | | | | | |
| <p>12. Submit Payment Requests To See Article 13 of the General Terms and Conditions.</p> | <p>13. Payment Office See Article 13 of the General Terms and Conditions.</p> | | | | | | | |
| <p>14. Accounting and Appropriations Data by Fiscal Year (FY) <i>[FHWA HQ to fill in]</i></p> | | | | | | | | |
| <p>15. Title of Project Charging Up: Bringing Equitable Charging to Los Angeles County</p> | | | | | | | | |

RECIPIENT

16. Signature of Person Authorized to Sign

 Signature Date
 Name:
 Title:

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

 Signature Date
 Name: *[FHWA HQ to fill in]*
 Title: Agreement Officer

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FEDERAL HIGHWAY ADMINISTRATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING
INFRASTRUCTURE GRANT PROGRAM

This agreement is between the Federal Highway Administration (the “FHWA”) and the **County of Los Angeles** (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Charging and Fueling Infrastructure (“CFI”) Grant for the following project: **Charging Up: Bringing Equitable Charging to Los Angeles County.**

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program” dated March 1, 2024, which is available at <https://www.fhwa.dot.gov/environment/cfi/resources/fy2022-2023-cfi-terms-conditions.pdf>. The General Terms and Conditions reference the information contained in the schedules A – K to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the CFI grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the CFI Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

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ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

- 2.1** The Recipient acknowledges that the Project must be performed in compliance with the National Electric Vehicle Infrastructure Standards and Requirements under 23 CFR part 680 including but not limited to the data reporting requirements under 23 CFR 680.112.
- 2.2** The Recipient acknowledges the requirements, including the non-Federal cost share requirements applicable to contracting with Private Entity, in the FY 2022-2023 CFI Terms and Conditions document under section Article 12 titled Contracting and Subawards in section 12.8: Requirement to Contract with a Private Entity.

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SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: **Charging Up: Bringing Equitable Charging to Los Angeles County**

Application Date: **6/13/2023**

2. Recipient's Unique Entity Identifier.

See Page 1, Block 4.

3. Recipient Contact(s).

Name
Title
Agency
Mailing Address
Phone Number
Email Address

4. Recipient Key Personnel.

| Name | Title or Position |
|-----------------|--------------------------|
| [insert name] | [insert title] |

5. FHWA Project Contact(s).

Sarah Tarpgaard, Agreement Officer (AO)
US DOT / FHWA Office of Acquisition and Grants Management
HCFA-43, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 493-3225; sarah.tarpgaard@dot.gov

Agreement Officer Representative (AOR):
FHWA Division Administrator
FHWA California Division Office
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814
(916) 498-5001; California.FHWA@dot.gov

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FHWA's CFI Grant Point of Contact (POC):

Abigail Jackson

FHWA California Division Office

650 Capitol Mall, Suite 4-100

Sacramento, CA 95814

Abigail.jackson@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See Page 1, Block 1.

9. Designated Subrecipient.

Designated Subrecipient: None

10. Subawards and Contracts.

Note: See 2 CFR 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- (a) Unless described in the application and funded in the approved award, or otherwise exempted by the AO in writing, the Recipient must obtain prior written approval from the Agreement Officer (the "AO") for the subaward, transfer, or contracting out of any non-construction CFI Grant work under this agreement above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- (b) Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

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- (c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

The recipient's proposed subawards and contracts included in the recipient's application as cited in schedule A, section 1, as amended by schedule E, are hereby considered approved.

[Recipient list each planned subaward and/or contract here (name, estimated amount if known).]

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SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

[Recipient, do not add further text here. Leave as is.]

2. Statement of Work.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

[Recipient, do not add further text here. Leave as is.]

Schedules H, I and J. (Delete if not applicable.)

[Note to recipient: See tables in Schedules H, I and J of this grant agreement. FHWA anticipates most recipients will be able to check at least one row(s) to indicate an action taken within each of the tables in Schedules H, I and J. If at least one action row is checked by the recipient, the paragraphs a, b and c below should be DELETED as not applicable. If recipient does not check at least one row to indicate an action taken within each of the tables in Schedules H, I and J, then, as applicable, recipient must provide the following:]

- a. Schedule H: Climate Change and Environmental Justice Impacts Planned Actions:** *[If no actions taken, describe each planned action.]*
- b. Schedule I: Racial Equity and Barriers to Opportunity Planned Actions:** *[If no actions taken, describe each planned action.]*
- c. Schedule J: Labor and Work Planned Actions:** *[If no actions taken, describe each planned action.]*

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SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: See Page 1, Block 6.

Period of Performance End Date: See Page 1, Block 6.

2. Estimated Project Schedule.

| Milestone | Estimated Date |
|---|--|
| Planned Construction Substantial Completion and Open to Traffic Date: | [insert a duration (years/months) after effective date of the award] |

3. Special Milestone Deadlines.

[Choose the appropriate one of these two alternatives.

FHWA anticipates most CFI awards to use Alternative #1, "None". Addition of critical milestones is generally not necessary.

[**Alternative #1:** If the only critical dates are completion dates, then use the following:]

None.

[**Alternative #2:** If there are additional critical milestones that are not already included in the recipient’s original application, use this table and insert a row for each. The milestone must be described in enough detail that there is no ambiguity about when it is met. Each of these milestones is intended to establish a clear trigger for FHWA to terminate the award or amend the terms of this agreement.

If railroad coordination agreements need to be executed, add a milestone for each, prefixed with “Railroad Coordination Agreement:” See section 24.6 of the General Terms and Conditions. If additional activities are required under schedules H, I, or J, milestones are required here for those activities.]

| Milestone <i>(Delete table if not used)</i> | Deadline Date |
|---|----------------|
| [insert milestone] | [insert date] |

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SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Federal Award Amount.

CFI Grant Amount: **[\$15,000,000.00] Federal Share**

2. Federal Obligation Information.

[Choose the appropriate one of these two alternatives.]

[**Alternative #1 Single:** Use if funds are to be obligated in full at award because NEPA approval has occurred prior to award. Delete Obligation Condition Table under this Alternative #1.]

Federal Obligation Type: Single

[**Alternative #2 Multiple:** Use if funds are to be obligated in project phases as follows:
(1) Phase 1 Pre-Construction: This includes pre-NEPA activities (planning, applying for NEPA approval, preliminary design, project administration, outreach, any tasks that do not require NEPA approval); and
(2) Phase 2 Construction & Operations: Post-NEPA activities (final design, construction, operations).

Recipient to complete Obligation Condition Table with Amounts of Federal funds needed to perform Phase 1 and Phase 2.]

Federal Obligation Type: Multiple

| Obligation Condition Table (for use in awards with Multiple Phases to be obligated separately) | | |
|--|--|---|
| | Federal Share Amount of CFI Grant | Obligation Condition |
| Phase 1: Pre-Construction | [\$XXX] | N/A – funded upon award |
| Phase 2: Construction and Operations | [\$XXX] | FHWA Division Office confirms the Recipient has met all the applicable Federal, and local requirements including NEPA approval. |
| Total Federal Share | [\$XXX] | |

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3. Approved Project Budget.

Eligible Project Costs

| | [Phase 1] | Phase 2 | Total |
|--------------------|-----------|-----------|-----------|
| Federal Share: | [\$XXX] | [\$XXX] | [\$XXX] |
| Non-Federal Share: | [\$XXX] | [\$XXX] | [\$XXX] |
| Total: | [\$XXX] | [\$XXX] | [\$XXX] |

4. Approved Pre-award Costs

[Choose the appropriate one of these two alternatives. *FHWA anticipates most CFI awards to use Alternative #1.*]

[Alternate #1: Pre-Award Costs are not approved.]

None. The FHWA has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

[Alternate #2: Pre-Award Costs are approved.]

The recipient requested FHWA approval of pre-award costs under 2 C.F.R. 200.458 to complete the following tasks: [insert description]. The recipient requested pre-award approval for \$XXX against the Federal share and/or \$XXX against the Non-Federal share.

The FHWA Office of Acquisition and Grants Management determined that the pre-award costs were incurred directly pursuant to the negotiation and in anticipation of the Federal award and were necessary for efficient and timely performance of the scope of work. That office issued a notice to proceed with pre-award costs on [insert date].

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SCHEDULE E
CHANGES FROM APPLICATION

Scope:

[If the activities described in schedule B materially differ from the scope presented in the application, describe the changes here and explain the need for those changes. If there are no changes, input “No Changes.”]

Schedule:

[If any dates listed in sections 2–3 of schedule C differ from the estimated schedule presented in the application by more than six months, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, input “No Changes” and remove the milestone table below.]

The table below compares the Project milestone dates.

| Milestone | Application | Agreement |
|---|--------------------|------------------|
| Planned Construction Substantial Completion and Open to Traffic Date: | [insert date] | [insert date] |

Budget:

[If any amounts listed in sections 3–4 of schedule D differ from the budget presented in the application, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, input “No Changes” and remove the budget table below.]

The table below provides a summary comparison of the Project budget.

| Fund Source | Application | | Schedule D | |
|--------------------------------------|--------------------|----------|-------------------|----------|
| | \$ | % | \$ | % |
| Previously Incurred Costs | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| Future Eligible Project Costs | | | | |
| CFI Funds | | | | |
| Other Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Future Eligible Project Costs | | | | |
| Total Project Costs | | | | |

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Other:

[If there are notable changes in aspects of the Project other than scope, schedule, and budget (e.g., recipient changes), then describe those changes here. If there are not, input “No Changes.”]

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SCHEDULE F
CFI PROGRAM DESIGNATIONS

1. Corridor or Community Designation.

Corridor-Community Designation: [Community]

2. Funding Source.

Funding Source: Highway Trust Funds (Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11101(b)(1)(A) November 15, 2021)

3. Security Risk Designation.

Security Risk Designation: Low

4. Funding Act.

Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11401 and Title VIII of Division J, November 15, 2021).

5. Funds Obligation.

Base Award: The amount of Federal funds obligated to the base award are listed on Page 1, Block 11. These funds are considered obligated upon FHWA signature on Page 1.

Amendments: If not fully funded by the base award, additional funding may be obligated to the award by FHWA’s execution of an agreement amendment. Each amendment will list the amount of Federal funds obligated by the amendment. These funds are considered obligated upon FHWA signature on the amendment.

All awards of FY 2024 CFI Program funding are available for obligation through September 30, 2027. Once funds are obligated, CFI Program funds are available until expended. NEVI 10 funds are available until expended.

*For phased awards using multiple obligations as described in Schedule D, the Recipient must satisfy the Phase 2 Obligation Condition listed in Schedule D, Obligation Condition Table, by August 1, 2027, to allow FHWA sufficient time to obligate CFI FY 2024 funds prior to the obligation deadline of September 30, 2027.

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SCHEDULE G
CFI PERFORMANCE MEASUREMENT INFORMATION

Study Area: Charging Up: Bringing Equitable Charging to Los Angeles County

Baseline Measurement Date: 3 months after the effective date of award

Baseline Report Date: To be submitted with the recipient’s first Quarterly Project Progress Report.

NOTE: FHWA anticipates the CFI baseline measurement to be zero operational EV charging ports and/or hydrogen dispensers. The recipient may note the baseline measurement of “zero operational” in their first Quarterly Project Progress Report in order to satisfy the Baseline Report.

Quarterly Project Progress Report: The recipient must submit Quarterly Project Progress Reports to FHWA per Article 7 of the General Terms & Conditions, and in accordance with the format and content listed in Exhibit C, Quarterly Project Progress Reports.

After the CFI grant-funded EV charging ports and/or hydrogen dispensers become operational, the recipient must include the following performance measure in their Quarterly Project Progress Reports: “Number of EV charging ports and/or Hydrogen dispenser (operational).” Submittal of the EV ChART information will satisfy the quarterly measurement required below for the performance standard.

Table 1: Performance Measure Table

| Measure | Category and Description | Measurement Frequency |
|--|---|--|
| Number of CFI grant-funded EV charging ports and/or Hydrogen dispenser (operational) | Number of EV charging ports and/or Hydrogen dispenser that are operational (open for use by the public) as part of the grant project. For EV chargers, report by type, e.g., DCFC and level 2. | Quarterly – submit with Quarterly Project Performance Report |
| 23 CFR 680.112 Reporting (EV Charging only) | Data reporting after each EV charging port is operational, as required by 23 CFR 680.112. Reporting using EV-ChART is required. Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART) · Joint Office of Energy and Transportation (driveelectric.gov) | One Time, Quarterly, and Annually Refer to EV ChART Guidance. |

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SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|--|--|
| | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i> |
| | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i> |
| | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i> |
| | The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i> |
| | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i> |
| | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i> |
| | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i> |
| | The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i> |
| | The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i> |
| | The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i> |

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| | |
|--|---|
| | The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i> |
| | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i> |
| | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i> |
| | The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i> |
| | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i> |
| | The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i> |
| | The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i> |
| | The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award. |

Supporting Narrative.

[Insert a **short** supporting text, as described in the table above. This short narrative should **only briefly** address the prompts for the check rows in the preceding table. FHWA anticipates this narrative may be a **brief excerpt** copied from the recipient's application.]

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SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY

Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|--|---|
| | A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i> |
| | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i> |
| | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i> |
| | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i> |
| | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i> |
| | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i> |
| | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i> |

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| | |
|--|--|
| | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award. |
|--|--|

Supporting Narrative.

[Insert a **short** supporting text, as described in the table above. This short narrative should **only briefly** address the prompts for the check rows in the preceding table. FHWA anticipates this narrative may be a **brief excerpt** copied from the recipient's application.]

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SCHEDULE J
LABOR AND WORK

Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|--|---|
| | <p>The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p> |
| | <p>The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i></p> |
| | <p>The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i></p> |
| | <p>The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i></p> |
| | <p>The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i></p> |
| | <p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p> |

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| | |
|--|--|
| | <p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p> |
| | <p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p> |
| | <p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p> |
| | <p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p> |
| | <p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p> |

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Supporting Narrative.

[Insert a **short** supporting text, as described in the table above. This short narrative should **only** **briefly** address the prompts for the check rows in the preceding table. FHWA anticipates this narrative may be a **brief excerpt** copied from the recipient's application.]

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SCHEDULE K
CIVIL RIGHTS AND TITLE VI

1. Recipient Type Designation.

[Choose the appropriate one of these two alternatives.]

[**Alternative #1**, if either

(1) the Recipient has an award with same operating administration that makes the Recipient subject to the operating administration’s Title VI requirements; or

(2) the Recipient had an award with same operating administration as a result of which the Recipient is already in compliance with the operating administration’s Title VI requirements:]

Recipient Type Designation: Existing

Existing Award Program: [Assistance Listing Number or Name for grant program]

[**Alternative #2**:]

Recipient Type Designation: **New**

2. Title VI Assessment Information.

[Choose the appropriate one of these two alternatives.]

[**Alternative #1**, if the Recipient Type Designation is Existing:]

This section is not applicable because the Recipient Type Designation is “Existing.”

[**Alternative #2**, if the Recipient Type Designation is New:]

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.1.

**Attachment 1
Exhibit A
SCOPE OF WORK**

TECHNICAL TASK LIST

| Task # | CPR | Task Name |
|--------|-----|--|
| 1 | | Administration |
| 2 | | Project Pre-Work: Site Design and Engineering |
| 3 | | Installation and Commissioning |
| 4 | | Operations and Reliability |
| 5 | | Semi-Annual Electric Vehicle Charger Inventory Reports |
| 6 | | Data Collection and Analysis |
| 7 | | Project Fact Sheet |

KEY NAME LIST

| Task # | Key Personnel | Key Subcontractor(s) | Key Partner(s) |
|--------|--|--------------------------------------|--|
| 1 | County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena | | County Fleet Departments: ISD, DPW, DBH, Fire |
| 2 | County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena | TBD through competitive solicitation | County Fleet Departments: ISD, DPW, DBH, Fire |
| 3 | County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena | TBD through competitive solicitation | County Fleet Departments: ISD, DPW, DBH, Fire |
| 4 | County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena | TBD through competitive solicitation | County Fleet Departments: ISD, DPW, DBH, Fire |
| 5 | County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena | | County Fleet Departments: ISD, DPW, DBH, Fire |

| Task # | Key Personnel | Key Subcontractor(s) | Key Partner(s) |
|--------|--|----------------------|--|
| 6 | County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena | | County Fleet Departments: ISD, DPW, DBH, Fire |
| 7 | County of LA: Minh Le, Laura Iannaccone, Jennifer Caron, Alex Mena | | County Fleet Departments: ISD, DPW, DBH, Fire |

GLOSSARY

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

| Term/ Acronym | Definition |
|---------------------------|--|
| AC Level 2 | A charger that operates on a circuit from 208 volts to 240 volts and transfers alternating-current (AC) electricity to a device in an electric vehicle (EV) that converts AC to direct current to charge an EV battery. |
| API | Application programming interface. A type of software interface that offers service to other pieces of software. An API allows two or more computer programs to communicate with each other. |
| CAM | Commission Agreement Manager |
| CAO | Commission Agreement Officer |
| CEC | California Energy Commission |
| Charge attempt | Any instance of an EV driver taking action to initiate a charging session by taking one or all of the following steps in any order: 1) attaching the connector to the EV appropriately or 2) attempting to authorize a charging session by use of radio frequency identification (RFID) technology, credit card, charging network provider smartphone application (app), screen input, or calling the charging network provider's customer service number. |
| Charger | A device with one or more charging ports and connectors for charging EVs. Also referred to as electric vehicle supply equipment (EVSE). This definition excludes any charger used solely for private use at a single-family residence or a multifamily dwelling with four or fewer dwelling units. |
| Charging network | A collection of chargers located on one or more property(ies) that are connected via digital communications to manage the facilitation of payment, the facilitation of electrical charging, and any related data requests. |
| Charging network provider | The entity that provides the digital communication network that remotely manages the chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers. |
| Charging port | The system within a charger that charges one EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time. |
| Charging session | The period after a charge attempt during which the EV is allowed to request energy. Charging sessions can be terminated by the customer, the EV, the charger, the charging station operator, or the charging network provider. |

| Term/ Acronym | Definition |
|------------------------------------|---|
| Charging station | The area in the immediate vicinity of one or more chargers includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located. |
| Charging station management system | A system that may be used to operate a charger, to authorize use of the charger, or to record or report charger data, such as by using OCPP. |
| Charging station operator | The entity that owns the chargers and supporting equipment and facilities at one or more charging stations. Although this entity may delegate responsibility for certain aspects of charging station operation and maintenance to subcontractors, this entity retains responsibility for operation and maintenance of chargers and supporting equipment and facilities. In some cases, the charging station operator and the charging network provider are the same entity. |
| Connector | The device that attaches an EV to a charging port in order to transfer electricity. |
| Corrective maintenance | Maintenance that is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function. |
| CPR | Critical Project Review |
| CTP | Clean Transportation Program |
| Depot | Type of “home base” behind-the-fence location where a vehicle is typically kept when not in use (usually parked on a nightly basis). |
| DCFC | Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery. |
| Downtime | A period of time that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed. Downtime is calculated pursuant to Task <Fourth to Last>.4. |
| EV | Electric vehicle. A vehicle that is either partially or fully powered by electric power received from an external power source. For the purposes of this Agreement, this definition does not include golf carts, electric bicycles, or other micromobility devices |
| EVSE | Electric vehicle supply equipment. A charger as defined. |
| Excluded downtime | Downtime that is caused by events pursuant to Task <Fourth to Last>.4. |
| Failed charging session | Following a charge attempt, the criteria for a successful charging session were not met. |
| FTD | Fuels and Transportation Division |
| Hardware | The machines, wiring, and other physical components of an electronic system including onboard computers and controllers. |
| Inoperative state | The charger or charging port is not operational. |
| Installed | Attached or placed at a location and available for use for a charging session. The date a charger is installed is the date it is first available for use for a charging session. |
| Interoperability | Successful communication between the software, such as the software controlling charging on the EV and the software controlling the charger. Interoperability failures are communication failures between the EV and charger that occur while the software of each device is operating as designed. Interoperability failure leads to failed charging sessions. |

| Term/ Acronym | Definition |
|-----------------------------|--|
| Maintenance | Any instance in which preventive or corrective maintenance is carried out on equipment. |
| Networked | A charger can receive or send commands or messages remotely from or to a charging network provider or is otherwise connected to a central management system, such as by using OCPP 2.0.1, for the purposes of charger management and data reporting. |
| Nonnetworked charger | A charger that is not networked. |
| OCPP | Open Charge Point Protocol. An open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers. |
| Operational | Or “up.” A charging port’s hardware and software are both online and available for use, or in use, and the charging port is capable of successfully dispensing electricity. |
| Operative state | The charger is operational. |
| Preventative maintenance | Maintenance that is performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime. |
| Private | Charging ports located at parking space(s) that are privately owned and operated, often dedicated to a specific driver or vehicle (for example, a charging port installed in a garage of a single-family home). |
| Public | Charging ports located at parking space(s) designated by the property owner or lessee to be available to and accessible by the public. |
| Recipient | An applicant awarded a grant under a CEC solicitation. |
| Shared Private | Charging ports located at parking space(s) designated by a property owner or lessee to be available to, and accessible by, employees, tenants, visitors, and residents. Examples include workplaces and shared parking at multifamily residences. |
| Software | A set of instructions, data, or programs used to operate computers and execute specific tasks. |
| Successful charging session | Following a charge attempt, a customer’s EV battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV’s onboard software system terminating the charging session, without an additional charge attempt. |
| Uptime | The time that a charger is installed during a reporting period excluding downtime pursuant to Task <Fourth to Last>.4. |
| ISD | Internal Services Department |
| DBH | Department of Beaches and Harbors |
| DPW | Department of Public Works |
| ZEV | Zero Emissions Vehicle |
| LDV | Light Duty Vehicles |

Background

The Budget Act of 2022 (Senate Bill (SB) 154, Skinner, Chapter 43, Statutes of 2022, as amended by Assembly Bill (AB) 178, Ting, Chapter 45, Statutes of 2022 and AB 179, Ting, Chapter 249, Statutes of 2022) and AB 211 (Committee on Budget, Chapter 574, Statutes of 2022) provided \$754 million from the

General Fund to support infrastructure deployments, emerging opportunities, and manufacturing projects for zero-emission light-duty and medium- and heavy-duty vehicles.

AB 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change and clean air goals. AB 126 (Reyes, Chapter 319, Statutes of 2023) reauthorized the funding program through July 1, 2035, and focused the program on zero-emission transportation.

The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Develop and deploy zero-emission technology and fuels in the marketplace where feasible and near-zero-emission technology and fuels elsewhere.
- Produce alternative and renewable low-carbon fuels in California.
- Deploy zero-emission fuel infrastructure, fueling stations, and equipment where feasible and near-zero-emission fuel infrastructure, fueling stations, and equipment elsewhere.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On December 21st, 2023, the CEC released a Grant Funding Opportunity (GFO) entitled "Charging Infrastructure for Government Fleets." This competitive grant solicitation was to fund projects that provide electric vehicle charging infrastructure for light-duty government fleets. In response to GFO-23-606, the Recipient submitted application #XX which was proposed for funding in the CEC's Notice of Proposed Awards on April 30th, 2024. GFO-23-606 and the Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

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

Problem Statement:

The County currently has over 1,300 charging stations at 70 parking lots, but only 75 L2 charging stations at five (5) locations are reserved solely for County fleet vehicles, which encompasses ZEVs owned and operated by all County departments. In 2023, 2,900 fleet charging sessions occurred at these five (5) lots, enabling 206,800 miles to be traveled. Many County fleet drivers had no choice but to rely on charging stations intended for the public, charging at 44 non-fleet reserved lots in 2023. The charging sessions that occurred at non-fleet reserved charging stations enabled an additional 214,100 miles to be traveled, but this likely reduced access for the public to charge their own ZEVs. This utilization of non-reserved lots for fleet charging highlights the inadequacy of designated facilities and underscores missed opportunities for private county vehicle charging. The County of Los Angeles' status as a leader in electric vehicle adoption amplifies the urgency of addressing this infrastructure shortfall.

Goals of the Agreement:

The goals of this Agreement are to address critical gaps in the county's EV fleet infrastructure, supporting both county ZEV procurement and statewide objectives. In addition to enhancing efficiency in public service delivery, Drive LA aims to significantly reduce greenhouse gas emissions and cut fuel costs for the county. The installation of sufficient charging infrastructure, tailored to current and projected demand, ensures seamless operation and maintenance of the County's fleet. With backing from the California Energy Commission's Infrastructure Charging for Government Fleets program, the County can smoothly transition its fleet to EVs without competing for charging resources with other drivers.

Objectives of the Agreement:

This Agreement aims to develop site plans with contracted engineers and install 220 Level 2 (L2) and 10 direct current fast chargers (DCFC) stations at 18 county site locations. This supports the addition of 772 ZEVs by 2029 while maintaining public EV access. Drive LA enhances service efficiency, slashes emissions, and reduces fuel costs. With support from the California Energy Commission, the County ensures seamless EV transition without compromising charging access.

TASK 1 ADMINISTRATION**Task 1.1 Attend Kick-off Meeting**

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

The Recipient shall:

- Attend a "Kick-Off" meeting that includes the CAM and may include the Commission Agreement Officer (CAO) and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that occurred after the notice of proposed awards but before the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds before the agreement's execution. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.8)
 - Subawards needed to carry out project (Task 1.9)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Calls (Task 1.4)
 - Quarterly Progress Reports (Task 1.5)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.6)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

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

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

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

The CAM shall:

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

- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

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

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
- This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.
- The technical portion of the meeting shall assess the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:
 - What to do with any equipment purchased with CEC funds (Options)
 - CEC request for specific “generated” data (not already provided in Agreement products)
 - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement, if applicable
 - “Surviving” Agreement provisions
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

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

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held during those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

Product:

- Email to CAM concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

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

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

The Recipient shall:

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM on the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

Product:

- Quarterly Progress Reports

Task 1.6 Final Report

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

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

The Final Report shall be a public document and is limited to 25 pages. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Draft Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit Final Report in Microsoft Word format or similar electronic format as approved by the CAM.

Products:

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

Task 1.7 Identify and Obtain Matching Funds widen

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

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

The Recipient shall:

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

Products:

- A letter regarding match funds or stating that no match funds are provided.
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that matches funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits

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

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

The Recipient shall:

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

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.9 Obtain and Execute Subawards

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

The Recipient shall:

- Manage and coordinate subrecipient activities.
- Submit a letter to the CAM describing the subawards needed or stating that no subawards are required.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of each executed subaward.
- If the Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subaward (if requested)
- Final subaward (if requested)

TECHNICAL TASKS**TASK 2 PROJECT PRE-WORK: SITE DESIGN AND ENGINEERING**

The goal of this task is to complete all necessary pre-work to prepare for the 18 sites for installation. This includes site designs, assessing power capacity, and engineering analysis.

The Recipient shall:

- Complete walkthrough with each site owner including observations of geographic challenges, entrances and exit locations, placement of charging stations, timeline of installation, and other site-specific challenges.
- Gather site requirements for each site, assess power capacity, verify power capacity with utility, and submit final site requirements to CAM.
- Gather charging station specifications and integrate into engineering calculations/analyses
- Produce engineering drawings for the installation of chargers at each site and submit stamped engineering drawings to CAM.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Recipient's authorized representative.
- Submit EVITP (Electric Vehicle Infrastructure Training Program) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

Products:

- Final site requirements for each site.
- Stamped engineering design drawings for each site.

Task 3 Installation and Commissioning

The goal of this task is to obtain all equipment, including charging hardware and any required equipment to complete preparation and installation at each site. Additionally, the goal of this task is to complete all required engineering and construction work, then install and commission all charging equipment at the 18 sites.

Task 3.1 Procurement

The Recipient shall:

- Procure 230 charging units and all ancillary charger equipment and *provide proof of purchase* to CAM.
- Finalize schedule for charging units delivery.
- Execute purchase order and schedule delivery of the chargers.

Products:

- Purchase Orders for charging units and ancillary equipment.

Task 3.2 Site Design and Installation

The Recipient Shall:

- Prepare Request for Proposals for installation contractor and select contractor for installation.
- Finalize sites designs and engineering.
- Install at 220 Level 2 and 10 DCFC charging ports.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

Products:

- AB 841 Certification
- EVITP Certification Numbers of each EVITP certified electrician.

Task 3.3 Commissioning

The Recipient Shall:

- Commissioning and provision of 220 Level 2 chargers and 10 single-port DC fast chargers for county charging ports, along with associated Load Management Controllers, to be operated by the County of Los Angeles' charging network.
- Run final diagnostics on chargers for each site.
- Confirm charger network activated for each site.
- Finalize data collection and analytics procedures with the network provider for each site.
- Finalize operations and maintenance plans with network provider and enforcement agencies for each site.
- Finalize payment system activation for each site.
- Finalize system handoff
- Activate chargers for regular use for each site.
- Develop and submit to CAM a Commissioning Report

Products:

- Commissioning Report

TASK 4 OPERATIONS AND RELIABILITY

Recipients shall comply with the reliability performance standards, recordkeeping, reporting, and maintenance requirements (henceforth, REQUIREMENTS) in this Scope of Work (SOW) for electric vehicles chargers installed as part of this Agreement. In the event the CEC adopts regulations that include REQUIREMENTS, for example as required by Assembly Bill 2061 (Ting, Chapter 345, Statutes of 2022) and/or Assembly Bill 126 (Reyes, Chapter 319, Statutes of 2023), those REQUIREMENTS shall supersede the REQUIREMENTS contained in this SOW for this Agreement wherever they are redundant or conflicting.

Task 4.1 Operations

The Recipient Shall:

- Operate the installed charging ports during the term of this agreement.
- Ensure that the charging port uptime for each charging port installed in the project is at least 97 percent of each year for six years after the beginning of operation.

No products in this task.

Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operability for six years after the beginning of operation shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.

Task 4.2 Recordkeeping

The goal of this task is to collect, maintain, and transmit records of charging port operation and reliability to the CEC. The Recipient shall collect and retain the maintenance records specified in this section. The Recipient shall retain the services of a charging network provider that meets the criteria below. The recipient shall record, retain, and transmit the remote monitoring data for networked chargers specified in this section.

- The charging network provider must have an API of the CEC's choosing to permit the charging network provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
- The charging network provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.
- For networked chargers, the charging network provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.
- For networked chargers, the charging network provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:

- HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
- HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatResponse.
- Status Notification Request shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status change.
- Boot Notification Request shall be transmitted by the charger to the Central Management System any time the charger is powered on.
- Boot Notification Response shall be transmitted by the Central Management System to the charger in response to any received Boot Notification Request.

The Recipient Shall:

- For networked chargers, ensure the charging network provider collects and retains the Remote Monitoring data below from each charging port installed and operated as part of this Agreement.
- For networked chargers, ensure the charging network provider automatically transmits the Remote Monitoring data below to the CEC, via API, within 60 minutes of the Remote Monitoring data's generation.
- For networked chargers, ensure the charging network provider retains the Remote Monitoring data below for 2 years from the date of each record's generation. Provide Remote Monitoring records to the CEC within 10 business days of request.
 - Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
 - Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.
- For all chargers, collect and retain the maintenance records specified below for each charging port installed and operated as part of this agreement for 6 years from the date the charging port begins operation. Provide *maintenance records* to the CEC within 10 business days of request.

Remote Monitoring Data for Networked Chargers

- All instances of the following Protocol Data Units (PDUs), specified in OCPP 2.0.1, are transmitted between the charger and the central system.
 - Heartbeat Response
 - Status Notification Request
 - Boot Notification Request
- The total number of charge attempts for the reporting period.
- The total number of successful charging sessions for the reporting period.
- The total number of failed charging sessions for the reporting period.
- The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period.

Maintenance Records

- Reports of inoperative charging ports or charging port failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
- For all chargers, records of any maintenance conducted on charging ports installed and operated as part of the agreement. Records should specify the following:

- Date and time of the maintenance event
- Whether maintenance was corrective or preventive in nature
- Whether and for how long the charging port was in an inoperative state prior to maintenance.
- Whether the charging port was in an operative state following maintenance

Products:

- Remote Monitoring Records
- Maintenance Records
- Data Dictionary

Task 4.3 Maintenance Requirements

The goal of this task is to increase reliability through timely and effective preventive and corrective maintenance. The Recipient shall conduct maintenance on each charger installed and operated as part of the Agreement as specified in this section.

The Recipient Shall:

- Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- Complete corrective maintenance within 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.
- Report on preventive and corrective maintenance in each Quarterly Report on Charger and Charging Port Reliability and Maintenance described in Task 4.4

Products:

- Maintenance section of Quarterly Report on Charger and Charging Port Reliability and Maintenance described in Task 4.4

Task 4.4 Reporting

The goal of this task is to provide reports on charger reliability and maintenance.

The Recipient shall:

- Write and submit to the CEC Quarterly Reports on Charger and Charging Port Reliability and Maintenance. Each report shall include:
 - A summary of charging port downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:
 - For networked charging ports, the time after the charger has transmitted a Status Notification Request indicating that the charging port associated with that charger is in a “faulted” or “unavailable” state until a subsequent Status Notification Request is transmitted by that charger indicating that the charging port has transitioned to an “available,” “occupied,” or “reserved” state. The timestamps in each Status Notification Request shall be used to quantify downtime.
 - For networked chargers, the time between a Boot Notification Response transmitted by the Central Management System and the last Heartbeat Response transmitted by the

Central Management System prior to the Boot Notification Response. The timestamps in the relevant Boot Notification Response and Heartbeat Response shall be used to quantify downtime.

- For all charging ports, the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes, but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.
- A summary of Excluded Downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events and include in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. 'Excluded Downtime' includes:
 - Before Initial Installation: Downtime before the charging port was initially installed.
 - **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include service outages due to utility equipment malfunctioning or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
 - **Vehicle Fault:** Any failure to charge or failure to meet the EV charging customer's expectation for power delivery due to the fault of the vehicle.
 - Outage for Preventative Maintenance or Upgrade: Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
 - Vandalism **and/or** Theft: Downtime caused by any physical damage to the charger or station committed by a third party. This may include theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each Vandalism or Theft event. A police report or similar third-party documentation is required to claim this as excluded time.
 - Natural Disasters: Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the chargers(s) to claim this as excluded downtime.
 - Communication Network Outages: Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.
 - Operating Hours: Hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.
- A summary and calculation of uptime and include it in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:

$$U = \frac{T - D + E}{T} * 100\%$$

U = Charging Port Uptime

T = Total charger minutes in the reporting period

1. Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.
2. Q2 reporting period = 131,040 minutes.
3. Q3 and Q4 reporting periods = 132,480 minutes.

D = Total charging port downtime for the reporting period, in minutes.

E = Total charging port excluded downtime in the reporting period, in minutes.

- For networked charging ports, a summary of charge data and include in each Quarterly Report on Charger and Charging Port Reliability. The data will include:
 - Total number of charge attempts in the reporting period
 - Total number of successful charge attempts in the reporting period
 - Total number of failed charges in the reporting period
 - The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period
 - A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- A summary of the total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Include details of all excluded downtime and a narrative description of events that caused the excluded downtime. Include the summary in each Quarterly Report on Charger and Charging Port Reliability.

Products:

- Quarterly Report on Charger and Charging Port Reliability and Maintenance, submitted in a manner specified by the CEC

TASK 5 SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS

The goal of this task is to provide information on the number of chargers in the Recipient’s charging network in California, including both public and shared private, serving all vehicle sectors (light-, medium-, and heavy duty) excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units.

The Recipient shall:

- Prepare an Electric Vehicle Charger Inventory Report, in a template provided by the CAM, that includes:
 - For chargers serving light-duty electric vehicles:
 - Number of public AC charging ports aggregated at the county level by charging network provider
 - Number of shared private AC charging ports aggregated at the county level by charging network provider
 - Number of public DC fast charging ports aggregated at the county level by charging network provider

- Number of shared private DC fast charging ports aggregated at the county level by charging network provider
 - For chargers serving medium- and/or heavy-duty vehicles:
 - Number of public AC charging ports aggregated at the county level by charging network provider
 - Number of shared private AC charging ports aggregated at the county level by charging network provider
 - Number of public DC fast charging ports aggregated at the county level by charging network provider
 - Number of shared private DC fast charging ports aggregated at the county level by charging network provider
 - Number of other publicly available charging ports at the county level by charging network provider
 - Number of other depots charging ports by power output (less than 50 kilowatts (kW), between 50 – 150 kW, 150 kW – 350 kW, 350 kW and above) at the county level by charging network provider (if applicable)
- Submit the *Electric Vehicle Charger Inventory Report* to the CAM no later than 30 calendar days after the Agreement is executed and then each calendar half-year thereafter. Reports are due at the end of July and end of January.

Recipient Product:

- Electric Vehicle Charger Inventory Report

TASK 6 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project and to analyze that data for economic and environmental impacts.

The Recipient shall:

- For all electric vehicle chargers and charging stations installed on or after January 1, 2024:
 - Comply with recordkeeping and reporting standards as described in CEC’s regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
 - Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC’s regulations.
 - Without limitation to other requirements in this Agreement, Recipient shall comply with any other regulatory requirements, including uptime and operation and maintenance requirements. Such regulatory requirements may be enacted after execution of this Agreement. Once regulations are final, they will apply to work under this Agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this Agreement.
 - If the Recipient is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host’s right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Recipient shall verify receipt by signing the disclosure.
- Collect and provide the following data:
 - Number, type, date, and location of chargers installed.

- The nameplate capacity of the installed equipment, in kW for chargers.
- Number and type of outlets per charger.
- Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
- Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
- Collect and provide 12 months of throughput, usage, and operations data from the project including, but not limited to:
 - Number of charging sessions
 - Average charger downtime
 - Peak power delivered (kW)
 - Duration of active charging, hourly
 - Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
 - Average session duration
 - Energy delivered (kWh)
 - Average kWh dispensed
 - Types of vehicles using the charging equipment
 - Applicable price for charging, including but not limited to electric utility tariff, EVSP (Electric Vehicle Service Provider) service contract, or public charger price
 - Payment method for public charging
 - Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
 - Maximum capacity of the new fueling system
 - Normal operating hours, up time, downtime, and explanations of variations
 - Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
 - Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
 - Duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
- Identify any current and planned use of renewable energy at the facility.
- Identify the source of the alternative fuel.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue from expected expansion.
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Provide a Data Collection and Information Analysis Report that lists and analyzes all the data and information described above.

Products:

- Data Collection and Information Analysis Report

TASK 7 PROJECT FACT SHEET

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

The Recipient shall:

- Prepare an Initial Project Fact Sheet at the start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

Products:

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs