



**Clean
Mobility
Options**



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MOBILITY PROJECT VOUCHER AGREEMENT

FOR

Project Lead Organization Name

FOR



Clean Mobility Options

Voucher Pilot Program

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VOUCHER AGREEMENT MOBILITY PROJECT VOUCHER Clean Mobility Options Voucher Pilot Program

This Voucher Agreement reserves funds for the proposed plan outlined in Mobility Project Voucher Application #MP20W1A-1 submitted on 10/20/20 at 9:00:xx, as amended by the Program Administrator. Any changes will not be authorized unless signed and approved in writing by the Program Administrator and signed by both parties.

VOUCHER NUMBER: MP20W1A-#

DATE OF EXECUTION: _____

- VOUCHER AGREEMENT TERM: 5 YEARS FROM VOUCHER EXECUTION DATE:

- VOUCHER FUNDING TERM: 3 YEARS FROM VOUCHER EXECUTION DATE:

- TOTAL VOUCHER AMOUNT NOT TO EXCEED: \$[insert approved voucher amount]

1) Project Information:

1. Lead Applicant (Awardee) Information		
Organization Name: [Insert name of Lead Applicant]		
Parent Organization (if applicable): [Remove if Inapplicable]		
Organization Type: <input type="checkbox"/> Public Agency <input type="checkbox"/> Tribal Authority <input type="checkbox"/> Nonprofit organization		
Mailing address: [Insert Organization's Address]		
City:	State: CA	Zip Code:
Lead Applicant Primary Contact: [Insert Contact Name and title]		
Phone: [Insert Primary Contact's Phone Number]		
Primary Email: [Insert Primary Contact's Email Address]		



<p>2. Project Title: [Insert Project Title]</p>					
<p>3. Project Summary: [short summary - Insert from Press Release summary]</p>					
<p>4. Budget:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">Total Budget</td> <td style="width: 40%; padding: 5px;">\$x,xxx,xxx</td> <td style="width: 40%; padding: 5px;">See Exhibit B for details.</td> </tr> </table>			Total Budget	\$x,xxx,xxx	See Exhibit B for details.
Total Budget	\$x,xxx,xxx	See Exhibit B for details.			
<p>Promise to Repay Approved Costs: This voucher represents a promise to repay for approved costs used to (check all that apply):</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Lease or take ownership of motor vehicle(s) (GVWR 2,000 lbs or more) 2. <input type="checkbox"/> Lease or take ownership of bicycles, scooters, or other vehicles (under 2,000 lbs GVWR) 3. <input type="checkbox"/> Installation of electric vehicle supply equipment (EVSE) 4. <input type="checkbox"/> Installation of other infrastructure (Explain: [for example, bike infrastructure, solar infrastructure if applicable (list detail)] _____) 5. <input type="checkbox"/> Other (Explain: _____) 					
<p>5. Community Resource Contribution Items: See Exhibit D.</p>					
<p>6. Project Milestone Schedule: See Exhibit C.</p>					
<p>7. Community Outreach Plan: See Exhibit F (Questions 30 and 31 in Application).</p>					



8. Project Area Information:

- **Location (City/Neighborhood):** [insert from Press Release description file]
- **Project Area Eligibility Basis:** [check as applicable and provide details]
 - SB 535 Disadvantaged Communities**, indicated by Census Tracts: [insert tract numbers]
 - Affordable housing facility address:** [insert addresses and whether a DAC or LIC]
 - Tribal lands within AB 1550-designated low-income communities or SB 535 Disadvantaged Communities**, indicated by Census Tracts: [specify which Census Tract applies or if entire reservation is covered], as applicable, specify if AB 1550 or DAC]

2) Supporting Public Agency Profile (If Applicable): Must be completed **only if the lead applicant is a nonprofit organization.** See Letter of Commitment from Public Agency submitted with application.

X	Applicable
	Not Applicable

Organization Name: delete table if not applicable]		
Parent Organization (if applicable):		
Primary Contact Name:		
Mailing address:		
City:	State:	Zip Code:
Phone:	Primary Email:	



3) Motor Vehicle Owner Information (If Applicable): Information about the party that will take ownership of **motor vehicle(s) funded by CMO**. May be the same or different party than the lead applicant. **Must be completed if the project will take ownership of motor vehicles.** Does not apply to vehicles that are not being directly purchased with CMO funds.

<input checked="" type="checkbox"/>	Applicable
<input type="checkbox"/>	Not Applicable

Organization Name: [delete table if not applicable]		
Parent Organization (if applicable):		
Primary Contact Name:		
Mailing address:		
City:	State:	Zip Code:
Phone:	Primary Email:	
Motor Vehicle Type (If known):		

4) Fleet Operator Information (If Available)* May be the same or different party than the lead applicant and/or vehicle owner.

<input checked="" type="checkbox"/>	Selected
<input type="checkbox"/>	Not Yet Selected *

Organization Name: [delete table if not yet selected. Keep note]
Parent Organization (if applicable):
Primary Contact Name:

Mailing address:		
City:	State:	Zip Code:
Phone:	Primary Email:	

* Note: Securement of Mobility Provider with contract is due by first payment request for any vehicle or infrastructure equipment, or within three months from the voucher agreement execution date, whichever is sooner.

5) Mobility Project Voucher Agreement Terms and Conditions: For Lead Applicant (Awardee):

As a condition for participating in the State of California, Air Resources Board (CARB) **Clean Mobility Options Voucher Pilot Program (CMO)**, implemented through the CMO Implementation Manual, the Lead Applicant, [Insert Org Name] hereafter referred to as “Awardee,” must comply with the requirements below:

General Requirements

- 1. CMO Program Compliance.** Awardee has read, understands and agrees to all provisions, project criteria, and program requirements of the CMO Voucher Pilot Program, which are contained in the **CMO Implementation Manual dated September, 10, 2020 (as well as any changes or updates to the CMO Implementation Manual, which can be found at: <https://www.cleanmobilityoptions.org/implementation-manual/>, and the Application dated October 20, 2020.** The CMO Implementation Manual and subsequent amendments and Application described above constitute part of this agreement and are incorporated in full into this Agreement by reference;
- 2. Exhibits.** Exhibits to this Voucher Agreement shall be construed with, and as an integral part of, this Agreement;
- 3. Order of Precedence.** In case of conflict between or among the terms of this Agreement and the document(s) incorporated by reference, the provisions of the following documents shall take precedence in the following order: 1) California Air Resources Board Grant number G17-CMDC-01 terms and conditions, 2) this Agreement and future amendments thereto, 3) Exhibits to this Agreement;
- 4. Awardee Ensures Partner and Sub-Contractor’s CMO Program Compliance.** Awardee agrees to ensure that all partners and subcontractors agree to all provisions of CMO, implemented through the CMO Implementation Manual, and to notify CARB and the Program Administrator immediately if Awardee becomes aware that partners or subcontractors are out of compliance;
- 5. Awardee must be in compliance and remain in compliance with all applicable federal, state, and local rules and regulations;**

6. Awardee understands that this CMO voucher is only valid for this specific use as prescribed in the application and this agreement, and that any voucher funds provided based on this voucher agreement will be null and void if the use identified herein changes prior to voucher redemption without approval from the Program Administrator or for noncompliance with applicable CMO Voucher Pilot Program requirements;
7. **Community Resource Contributions.** Awardee agrees to provide the community resource contributions listed in the voucher agreement to supplement voucher funding with community investments as specified in the application and this voucher agreement;
8. **Community Outreach and Education.** Awardee agrees to conduct community outreach and education events as specified in the application and this voucher agreement;
9. Awardee understands and agrees to coordinate with other CARB Low Carbon Transportation Investment Projects, including the One-Stop-Shop Pilot Project, and the STEP as specified in the CMO Implementation Manual;
10. **Branding and Communications.** Awardee agrees to follow instructions outlined in the [CMO Awardee General Branding and Communications Toolkit](#) when publicly communicating about the program, including to display both the Clean Mobility Options Pilot Program logo and the California Climate Investments logo on all outreach and education materials. Awardee agrees to acknowledge the California Climate Investments program as a funding source from the CARB Low Carbon Transportation program whenever projects funded, in whole or in part by this agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. Awardee understands that the acknowledgment must read as follows: “[Insert Project Title] of the Clean Mobility Options Voucher Pilot Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.” Guidelines for the usage of the CCI logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>;



11. **Outreach Material Approvals.** Awardee understands and agrees that all outreach materials, project websites, press releases and press events must receive prior approval from the Program Administrator;
12. Awardee understands and agrees that the Program Administrator may use the Awardee organization name, Awardee partner organization names, and any descriptive language and/or branding and imagery used in the application and/or in the execution of the voucher during CMO program activities and events for use in educational or promotional materials

in print, multimedia, or web form. Language, branding, imagery and/or photos and videos will only be used for purposes related to the CMO program.

13. **Insurance.** Awardee agrees to comply with all insurance requirements specified in the CMO Implementation Manual, which includes ensuring partners insurance compliance. Awardee agrees to submit any required insurance documents within 90 days of voucher execution, including submission of an annual proof of coverage to the Program Administrator during the Voucher Agreement Term. **Awardee understands no work shall begin and no payments will be made under this voucher agreement until Awardee and partners insurance is deemed compliant with the program requirements by the Program Administrator;**
14. **CEQA Compliance and Permitting.** Awardee agrees to fulfill any CEQA Compliance and Permitting Requirements specified in the CMO Implementation Manual; Awardee understands no payment will be made under this voucher agreement until full compliance is met for all CEQA requirements as set forth in the CMO Implementation Manual.
15. **Data Storage and Security.** Awardee agrees to comply with data storage and security requirements specified in the CMO Implementation Manual;
16. Awardee agrees to comply with all requirements outlined in the Voucher Agreement General Provisions specified in the CMO Implementation Manual;
17. **CMO Event Participation.** Awardee understands and agrees to participate in events, training, and meetings as required by the Program Administrator or CARB;
18. In the event that CALSTART, Inc. is no longer a Program Administrator prior to the end of voucher agreement term, Awardee agrees to sign the amended voucher agreement with the new Program Administrator selected by CARB.
19. Awardee understands it is prohibited from using voucher funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CALSTART, Inc. and CARB reserve the right to obtain additional information from the Awardee to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of voucher funding.

Vehicles: Applies to Motor Vehicles, Bicycles, and Scooters (as applicable to voucher)

20. **Vehicle Acquisition.** Awardee agrees that all vehicles obtained with CMO funds will meet the CMO program's vehicle eligibility requirements and will comply with CMO voucher redemption requirements as stated in the CMO Implementation Manual;
21. **Motor Vehicle Registration.** Awardee agrees to register motor vehicles obtained with CMO funds in California with the Department of Motor Vehicles (DMV). Military vehicles are not subject to this requirement;
22. Awardee agrees to allow CARB, Program Administrator, or their designee to verify the vehicle registration with the DMV;
23. **Insurance.** Awardee agrees to maintain vehicle insurance as required by law and to the minimum requirements specified in the CMO Implementation Manual;

24. **Controls and Systems.** Awardee agrees to never modify the vehicle's emission control system, engine, or engine software calibrations;
25. **Charging.** Awardee agrees to ensure plug-in vehicles purchased with a CMO voucher, including plug-in hybrid vehicles and plug-in electric vehicles, will be plugged in regularly as recommended by the vehicle manufacturer to ensure battery durability, efficiency, and reliability for community users;
26. **Use.** Awardee agrees to use all CMO project vehicles in accordance with the project plan and pursuant to CMO Implementation Manual requirements;
27. **Operation.** Awardee agrees to own/lease and operate voucher-funded vehicles consistent with the application project design and consistent with CMO Implementation Manual requirements for a minimum four-year of project operation period;
28. **Non-CMO Funded Project Vehicles.** Awardee agrees that project vehicles that are not funded by CMO but that are used and operated for the CMO project will be used and operated consistent with CMO Implementation Manual requirements during the voucher agreement term;
29. **Ownership.** Awardee agrees to retain ownership/lease of the vehicle for a minimum 4-year of project operation period, unless given explicit prior written approval to sell the vehicle from CARB or its designee;
30. **Records.** Awardee agrees to keep written records of the vehicle purchase/lease for a minimum 4-year of project operation period and provide CARB or its designee with these records within 10 calendar days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, DMV records, vehicle payment information and related bank records, and purchaser/lessee fleet information;
31. **Emissions Reductions.** Awardee agrees that the purchased/leased vehicle and emission reductions it generates shall not be used as emission reductions to comply with an enforcement obligation of any person or entity;
32. **Quarterly Usage Survey and Questionnaire.** Awardee agrees to complete the quarterly usage survey and questionnaire throughout the 5-year voucher agreement term as requested by CARB;
33. **Telematics.** Awardee agrees to equip all project vehicles with telematics hardware that allow for recording of usage data, consistent with data collection requirements specified in the CMO Implementation Manual;
34. In the event that installation of telematics hardware found to be infeasible, Awardee agrees to provide an alternative approach to collect necessary location and usage data with prior approval from the Program Administrator;
35. If prior to the end of the 5-year voucher agreement term the Project Lead is unable to continue operating the vehicle in accordance with the project plan, Awardee agrees to notify the Program Administrator immediately;
36. **Ownership Transfer.** If prior to the end of the 5-year voucher agreement term, Awardee is unable to continue operating the vehicle in accordance with the project plan, agrees to transfer ownership of the vehicle to a different party who will use the vehicle to provide community mobility services. The party and plan must be approved by the Program Administrator with consultation with CARB;



Infrastructure

37. **Infrastructure Siting.** Awardee agrees to ensure that infrastructure obtained with CMO funds is sited in location(s) as specified by our project plan, as modified by the Program Administrator;
38. Awardee agrees to notify the Program Administrator immediately if the Project Lead is unable to site the infrastructure (obtained with CMO funds) in location(s) previously specified by the project plan, as modified by the Program Administrator. The new proposed location must be approved by the Program Administrator;
39. **Infrastructure Permitting and Installation.** Awardee agrees to ensure that infrastructure obtained with CMO funds meets infrastructure eligibility requirements listed in the CMO Implementation Manual, and is constructed by a qualified and licensed professional, to obtain and keep records for all required permits. CMO infrastructure installation must follow CEQA Compliance and Permitting Requirements, as listed in CMO Implementation Manual and as stated in General Requirement #14 in this agreement;
40. **EVITP Certification Required for Installation of Electric Vehicle Charging Infrastructure and Equipment On Or After January 1, 2022.** Awardee agrees to comply with Assembly Bill 841 (Ting, 2020) and Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification for installation of CMO-funded electric vehicle charging infrastructure and equipment **for work performed on or after January 1, 2022**, as applicable, subject to certain exceptions. All electric vehicle charging infrastructure and equipment funded by the CMO voucher program located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated above do not apply to any of the following:
 - a. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
 - b. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
 - c. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
41. **Property Owner Approvals for Infrastructure Siting.** Awardee agrees that if infrastructure obtained with CMO funds is not completely sited on the Project Lead's owned property and unobtrusive to property not owned by the Project Lead, then Awardee will obtain and keep written approval from the property owner (including public agencies if relevant);
42. **Infrastructure Maintenance:** Awardee agrees to maintain infrastructure obtained with CMO funds in good repair and in accordance with manufacturer's recommended use and maintenance through the minimum 4-year project operation period;



Planning, Operations, and Maintenance

- 43. **Cost-Reimbursement Program Compliance.** Awardee agrees to ensure that all funds that the Awardee seeks reimbursement for are for actual costs incurred that are consistent with the project plan and in compliance with CMO program requirements as listed in the CMO Implementation Manual, including minimum and maximum allowed amounts, and that all reported costs are actual costs that are accurate and verifiable. See Section 7 (Voucher Agreement Billings) of this agreement and CMO Implementation Manual for voucher redemption requirements;
- 44. **Quarterly Reporting.** Awardee agrees to collect the project data and report to the Program Administrator on at least a quarterly basis throughout the 5-year voucher agreement term as specified in the CMO Implementation Manual;
- 45. **Final Report.** Awardee agrees to submit an end-of-project Final Report within 30 days before project completion or voucher agreement end date, whichever is sooner, pursuant to CMO Implementation Manual requirements;
- 46. **Policies and Procedures Document.** Awardee agrees to develop policies and procedure document that describes administrative actions for evaluation and processing participants, reservations, vehicle maintenance, and data gathering and reporting;
- 47. **Safety and Accessibility.** Awardee agrees to ensure services are delivered consistent with the safety and accessibility requirements specified in the CMO Implementation Manual;
- 48. **Inspection.** Awardee agrees to be available for a follow-up inspection by CARB, Program Administrator or their designee, if requested;
- 49. Awardee has the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
- 50. **Failure to Comply.** Awardee agrees that failure to comply with the terms of this agreement may result in repayment to CARB or its designee of voucher funds received; and
- 51. **Enforcement.** Awardee understands that the Program Administrator and/or CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.
- 52. **Termination of Agreement.** In the case that the Awardee chooses to terminate the voucher agreement prior to voucher agreement term end date, after meeting with the Program Administrator, the Awardee must submit a formal request in writing to the Program Administrator.

If there are questions regarding the terms and conditions of this agreement, please contact:

CALSTART, Inc.	Admin@cleanmobilityoptions.org (626) 744-5670
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6) Mobility Project Voucher Agreement Terms and Conditions: For the Program Administrator (CALSTART, Inc.):

- 1. This voucher agreement signed by CALSTART, Inc. and the voucher awardee (“Awardee”) governs the Project.

2. CALSTART, Inc. and CARB have oversight responsibility for the Clean Mobility Options Voucher Pilot Program (CMO). As the administrator of CMO, CALSTART, Inc. acts as CARB's designee.
3. CARB, as an intended third-party beneficiary, reserves the right to enforce the terms of CMO at any time during this voucher agreement term.
4. CALSTART, Inc. and CARB reserve the right to conduct a site visit(s), evaluation, review, or an audit of this Project over the term of this voucher agreement.
5. CALSTART, Inc., acting as CARB's designee, is responsible for the following:
 - a. Assuring compliance with project eligibility criteria and the minimum requirements for Clean Mobility Options Projects using measures mutually agreed with CARB.
 - b. Reviewing and approving necessary program elements provided by the Awardee, including but not limited to, needs assessment voucher application, voucher eligibility verification, voucher forms, financial documentation, and progress reports.
 - c. Participating in meetings, if necessary, with the Awardee to discuss project refinements and guide project implementation.
 - d. Review and approve all Voucher Payment Request Forms and distribute voucher funds to the Awardee within 30 days of Form approval.
 - e. Providing program oversight and accountability (in conjunction with the Awardee).
 - f. Meeting applicable requirements of statutes, applicable State law, the Fiscal Year (FY) 2017-18, FY 2018-19, and FY 2019-20 Funding Plan for Clean Transportation Incentives, the FY 2017-18 Clean Mobility Voucher Pilot Program Grant Solicitation, the governing Grant Agreement with CARB, and this voucher agreement with the Awardee.
 - g. Ensuring that funds are spent consistent with the Clean Mobility Options Voucher Pilot Implementation Manual (Implementation Manual) and this voucher agreement with the Awardee.
 - h. CALSTART, Inc. or its designee has primary responsibility for conducting project reviews and/or fiscal audits of this project's administration and implementation.
 - i. In the case of nonperformance, CALSTART, Inc., CARB, or its designee has the authority to recoup Clean Mobility Options Voucher Pilot funds which were received based upon misinformation or fraud, or for which the Awardee or its subcontractors, is in significant or continual non-compliance with the CMO Implementation Manual. CALSTART, Inc. also retains the authority to withhold future payments or prohibit any entity from participating in the Clean Mobility Options Voucher Pilot due to non-compliance with Project requirements.



7) Voucher Agreement Billings

Payment of voucher agreement invoices will be contingent upon the availability of funds received from the California Air Resources Board (CARB). In the event funds are not available, CALSTART shall have no liability to pay any funds whatsoever to the Awardee or to furnish any other considerations under this agreement. Payments under this Voucher Agreement will be made only for actual verifiable costs incurred.

Cost-Reimbursements: Cost reimbursements made under this Voucher Agreement are subject to approval of status reports and verification of any milestones/deliverables and additional supporting and/or compliance documentation required. Invoices will be submitted no less than quarterly, but no more than monthly in a format consistent with Payment Request (Microsoft Excel file format) that will be furnished. Invoices submitted will clearly summarize total, actual project costs incurred in accordance with project budget and will include sufficient supporting relevant documentation substantiating costs billed. Each invoice must be signed and approved by the Awardee. Capital cost reimbursement requests will require submission of additional supporting documentation and/or compliance documentation along with Reimbursement Form that will be furnished.

- a. Awardee staff charges will be supported by a listing of each employee to include the name, title, number of hours worked, and hourly rate applied to the labor hours, all supported by time records/timesheets and some means of verifying actual, paid hourly labor rates to include, but not limited to, a paystub or payroll register.
- b. Subcontractor staff charges will be supported by submitting subcontractor's invoice to awardee; submission of subcontractor rates and timesheets are not required,
- c. Travel costs will be itemized on a listing providing information about the date traveled; origin and destination; individuals traveling; and purpose of business travel. All travel costs billed will be supported by itemized receipts and/or invoices with travel amounts reimbursed limited to published maximum per diem amounts per the California Department of Human Resources (CalHR) found at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- d. All other direct costs will be listed and supported by documentation such as vendor invoices, receipts or other relevant documentation.
- e. **For Awardee only:** Applicable non-labor rates used for billing purposes, to include, but not limited to fringe benefit, overhead and G&A rates, will be supported by the methodology in which the rates are derived and applied. An approved cost rate agreement negotiated with a Federal cognizant agency will suffice.
- f. **Ineligible Costs:** Food and childcare are NOT eligible reimbursable costs for the CMO program.
- g. **Capital Cost Reimbursements:** Capital cost reimbursement requests must meet CMO vehicle and infrastructure eligibility requirements and CMO voucher redemption requirements as listed in the CMO Implementation Manual in order to be eligible for reimbursement.

50% Voucher Reimbursement: Before requesting any payment from the second half of awarded voucher funds, awardees must provide an attestation that the project has secured all needed permits, met required milestones, and the community resource contribution documents are current.

Each invoice must provide the CALSTART agreement number, period covered by invoice, and Awardee's Employer Identification Number and submitted via email to MPVprocessing@cleanmobilityoptions.org or U.S. Postal Service using the following address:

Attention: Clean Mobility Options
CALSTART, Inc.
48 S Chester Avenue
Pasadena, CA 91106

Final Invoice: Upon completion or termination of the Agreement, the Awardee shall submit the final invoice (if any) no later than thirty (30) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated above.

Payments:

1. Direct Payments:

- a. **Project Lead (Awardee):** The Awardee must sign and approve each Invoice submitted to CALSTART, including invoices submitted for third-party capital reimbursement costs.
 - b. **Third-Party Direct Payment Assignment (for \$10,000 or greater capital cost reimbursements ONLY).** Third-party vendors with CMO-funded capital costs totalling \$10,000 or greater must be pre-approved by the Awardee and must be registered as an approved CMO vendor (using a CMO Vendor Registration Form) in order to be eligible to receive direct payments. **Direct third-party vendor payments are only allowed for capital costs totalling \$10,000 or greater; no other cost-reimbursements are eligible for direct third-party payment.**
2. Payment will be delayed if CALSTART deems that milestones/deliverables and additional supporting and/or compliance documentation have not been accomplished or sufficiently documented; that milestones/deliverables and additional supporting and/or compliance documentation are not in accordance with specifications; that claimed expenses are not reasonable or insufficiently documented or not valid per the budget; or noncompliance with other terms of this Agreement.

8) Audits of Records and Site Visits

All project records, including financial records, are subject to audit. The Awardee shall allow CALSTART, Inc. the California Air Resources Board (CARB, and/or any other agency of the State of California, or any of their duly authorized representatives, reasonable access to and the right of inspection of any and all of the Awardee's books, documents, papers and records which are directly pertinent to the performance of this Voucher Agreement, for the purpose of making audits, examinations, excerpts and transcriptions during the term of this Voucher Agreement and for a period of three (3) years thereafter, unless the CALSTART notifies Awardee prior to the expiration of such three-year period, that a longer period is necessary.

CALSTART, and/or CARB, and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Awardee must provide and must require sub-awardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

9) Termination

The performance of Services under this Agreement may be terminated by CALSTART for cause upon providing Awardee with five (5) calendar days advance notice. Upon receipt of termination notice, Awardee will use reasonable efforts to mitigate its expenses and obligations.

Termination “with cause” may include but is not limited to failure to comply with the terms of this voucher agreement or the CMO Implementation Manual.



10) Authority: Attestation and Signature

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Voucher Agreement and to legally bind AWARDEE both in an operational and financial capacity and that the requirements and obligations under this Voucher Agreement are legally enforceable and binding on AWARDEE.

IN WITNESS WHEREOF, the parties have hereunto executed this Voucher Agreement as of the date first written below.

[Insert Project Lead Org Name]

CALSTART, Inc.

_____	_____	_____	_____
[Insert Authorized Signer's Name]	Date	Piero Stillitano	Date
[Insert Authorized Signer's Title and Org]		Chief Financial Officer	
[Insert Signer's Contact Email]			
[Insert Signer's Phone Number]			

Awardee understands that this voucher agreement is not fully executed until after the CALSTART representative signs and dates (Execution date). No work done or vehicle and equipment purchased/leased prior to execution date will be funded through this voucher agreement.

11) Exhibits

- Exhibit A: Notice of Proposed Award
- Exhibit B: Approved Budget, as amended (as applicable)
- Exhibit C: Project Milestone Schedule
- Exhibit D: Community Resource Contributions
- Exhibit E: Application Modifications and Clarifications
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