

**Amendment 03 to Voucher Agreement Number MP20W1A-8
Between CALSTART, Inc. and City of Chula Vista**

This Amendment number 03 (“Amendment”) is dated for convenience as of February 14, 2025, and is made to Voucher Agreement Number MP20W1A-8 between City of Chula Vista (“Awardee”) and CALSTART, Inc. (“CALSTART”), executed November 19, 2021 (“Agreement”). The purpose of this amendment is to update the budget.

Recitals

- On April 1, 2019, CALSTART executed grant agreement number G17-CMDC-01 with the State of California Air Resources Board (“CARB”).
- On November 19, 2021, voucher agreement number MP20W1A-8 was executed between City of Chula Vista (“Awardee”) and CALSTART to perform tasks under the CV Community Shuttle (the “Project”) funded under CARB agreement number G17- CMDC-01 for a period of performance from November 19, 2021, through November 19, 2026, for an amount not to exceed nine hundred ninety-seven thousand eight hundred thirty-three and no/100 dollars (\$997,833).
- On July 18, 2024, Amendment 1 to Voucher agreement MP20W1A-8 was executed increasing funding from nine hundred ninety-seven thousand eight hundred thirty-three and no/100 dollars (\$997,833). to an amount not to exceed one million five hundred thousand and no/100 dollars (\$1,500,000).
- On January 2, 2025, Amendment 2 to Voucher agreement MP20W1A-8 was executed, the budget was replaced with the updated budget.

NOW, THEREFORE, in consideration of the promises herein, and for good and valuable consideration, the Parties agree to amend the Agreement as follows:

Per the attached approved Additional Funding Request, funding is increased from one million five hundred thousand and no/100 dollars (\$1,500,000), to an amount not to exceed one million eight hundred thousand and no/100 dollars (\$1,800,000)

- The period of performance for the Agreement remained the same as follows:

From: November 19, 2021.

To: November 19, 2026.

The period of performance includes up to 15 months for project design, planning and construction (Planning and Construction Period), and a

minimum of 4 years of service operation (Project Operation Period). Clean mobility projects funded by this program must be fully operating for at least 4 years.

- Modify 8. Project Area Information (pg. 4 of voucher agreement) to add updated Project Area Map (map is attached to the Additional Funding Request Form)
- Exhibit B (Budget) is replaced in its entirety per revised Exhibit B attached.
- The Financial Sustainability Plan is replaced in its entirety per revised Financial Sustainability Plan attached.
- Amend to incorporate new Exhibit K: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Station.

Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute this Amendment as of the dates listed below, but to take effect as of February 14, 2025.

CALSTART, Inc.	City of Chula Vista
By: _____ (Signature)	By: _____ (Signature)
Name: <u>Marc Gottschalk</u> (Print Name)	Name: <u>Maria V. Kachadoorian</u> (Print Name)
Title: <u>Chief Legal Counsel</u> (Print Title)	Title: <u>City Manager</u> (Print Title)
Date: _____	Date: _____

MPV Awardees Additional Funding Request

Mobility Project Voucher (MPV) Awardees Additional Funding Request



There is a set-aside fund specifically for current MPV funded projects. MPV Awardees are eligible for up to \$300,000 in additional funding for their current funded project without submitting a new voucher application. The additional funds for MPV Awardees may be applied to a variety of eligible activities related to insurance compliance, capital acquisition, planning and operations, administration, outreach and marketing, participation in the Clean Mobility Equity Alliance (CMEA) meetings and other program activities only in support of the project scope outlined in their voucher agreement and/or project expansion request. Awardees must submit an updated financial sustainability plan and a revised budget that justifies the need and use of additional funds based to the Program Administrator for review and approval within 90 business days of receipt of their notification email. Program Administrator will work with each awardee to process their voucher agreement amendment.

Eligible Activities for Additional Funding: Additional set-aside funds can go directly to the Awardee's original project scope and can include for costs such as:

- Insurance compliance.
- Projects going back to their original scope of work/budget worksheet and maintain the number of vehicles they had to decrease because of increase of other costs.
- Changing infrastructure type or vehicle model due to supply and demand if corresponds with your original project scope and needs assessment results.
- Capital acquisition (including vehicles, micromobility devices, and infrastructure equipment)
- Planning and operations activities.
- Outreach and marketing activities associated with conducting community outreach, educational forums, collecting community input, and promoting the service.
- Administration activities associated with payment request submissions, insurance compliance, data reporting, printing, record retention, and mailing.
- Participation in the CMEA meetings and CMO-related program trainings and networking opportunities.
- Travel and lodging costs for participation in the annual Clean Mobility Forums.
- Other program activities that support the project scope outlined in your voucher agreement, subject to approval by the Program Administrator and CARB.

Project Expansion: If an Awardee requests additional funds to expand project scope, a written justification is required with supporting documents to demonstrate the additional demand (e.g., documented community feedback, updated needs assessment, etc.).

INSTRUCTIONS:

To request additional funding of up to \$300,000, the Awardee shall submit this Mobility Project Voucher Awardees Additional Funding Request **within 90 business days** of receipt of their notification email. The Additional Funding Request must be submitted via email to admin@cleanmobilityoptions.org or by mail and include the supporting documents:

1. Updated Financial Sustainability Plan
2. Revised Mobility Project Voucher Budget Worksheet
3. *If Applicable:* Supporting Documentation (e.g., documented community feedback, updated needs assessment, etc.) to demonstrate additional demand for project expansion

A. General Information

CMO Mobility Project Voucher Agreement #:	MP20W1A-8	Lead Applicant (Awardee) Organization Name:	City of Chula Vista	
Mailing Address:	276 4th Ave.			
City:	Chula Vista	State:	CA	Zip Code: 91911
Phone Number:	619-691-5044	Email Address:	skurz@chulvistaca.gov / etran@chulavistaca.gov	

B. Reason for Additional Funding

Provide reason(s) for the additional funding request and how the additional funds will go towards your original project scope and/or project expansion:

The additional funding will go toward Year 4 of Operation, which includes a proposed expansion of the community shuttle service to southwest Chula Vista, in Council District 4. This project expansion will increase access for underserved residents, particularly those in affordable and senior housing. As shown on the map, the expanded service will cover nine affordable housing complexes (one for seniors) and twelve mobile home parks (six for seniors), providing vital transit support for older adults and lower-income households.

The expansion will also connect residents to key amenities such as the South Branch Library and major shopping centers, including Target, Costco, Walmart, and Northgate Gonzalez Market. By extending service to a significant portion of District 4, including the Palomar Trolley stop, this expansion will link residents to broader transit options, including major bus routes and the Blue Line Trolley. This provides seamless access to downtown San Diego and the Mexican border, improving overall mobility and quality of life.

To enhance operational efficiency, we also plan to implement our "zones" feature, which allocates vehicles to specific territories. This backend functionality, proven successful in other markets, will streamline operations without altering the user experience. The zones will help limit the territory each vehicle needs to cover, enabling better service delivery and increased efficiency in Chula Vista.

Additionally, community feedback underscores the importance of this expansion. In a rider survey conducted in April 2024, 60% of respondents in Chula Vista expressed a desire for a larger service area in response to the open-ended question, "If there was one thing you could change about Circuit, what would it be?" This input highlights the demand for broader coverage to meet the transportation needs of residents.

The additional funding will bridge transit gaps, improve accessibility for underserved populations, and foster equitable mobility options across the community. This expansion aligns with the mission of providing reliable and inclusive transportation solutions, addressing the needs of vulnerable populations while enhancing connectivity across the region.

C. Total Voucher Amount Requested

Indicate the executed voucher funding amount, the requested additional funding amount, and the total requested amount in voucher funding:

Current Executed Voucher Funding Amount	Requested Additional Funding Amount Not-to-Exceed \$300,000	Total Voucher Amount Not-to-Exceed \$1,800,000
\$1,500,000	\$300,000	\$1,800,000

D. Lead Awardee Attestation and Signature

Must check box below:

- ☒ I agree that the eligible additional funding will be used directly towards the awarded project's eligible activities only in support of the project scope outlined in the Awardee's Voucher Agreement and/or project expansion and the total voucher award does not exceed \$1,800,000 in the Awardee's amended Voucher Agreement.

I certify to the best of my knowledge and belief that this MPV Awardees Additional Funding Request is accurate and complete and all outlays and obligations are for the purposes set forth in the Voucher Agreement.

Signature of Authorized Lead Applicant (Awardee)

Date

1/3/2025

Authorized Lead Applicant (Awardee) Name/Title/Organization

Maria V. Kachadoorian / City Manager / City of Chula Vista

CMO Program Manager Approval

Signature

Print Name

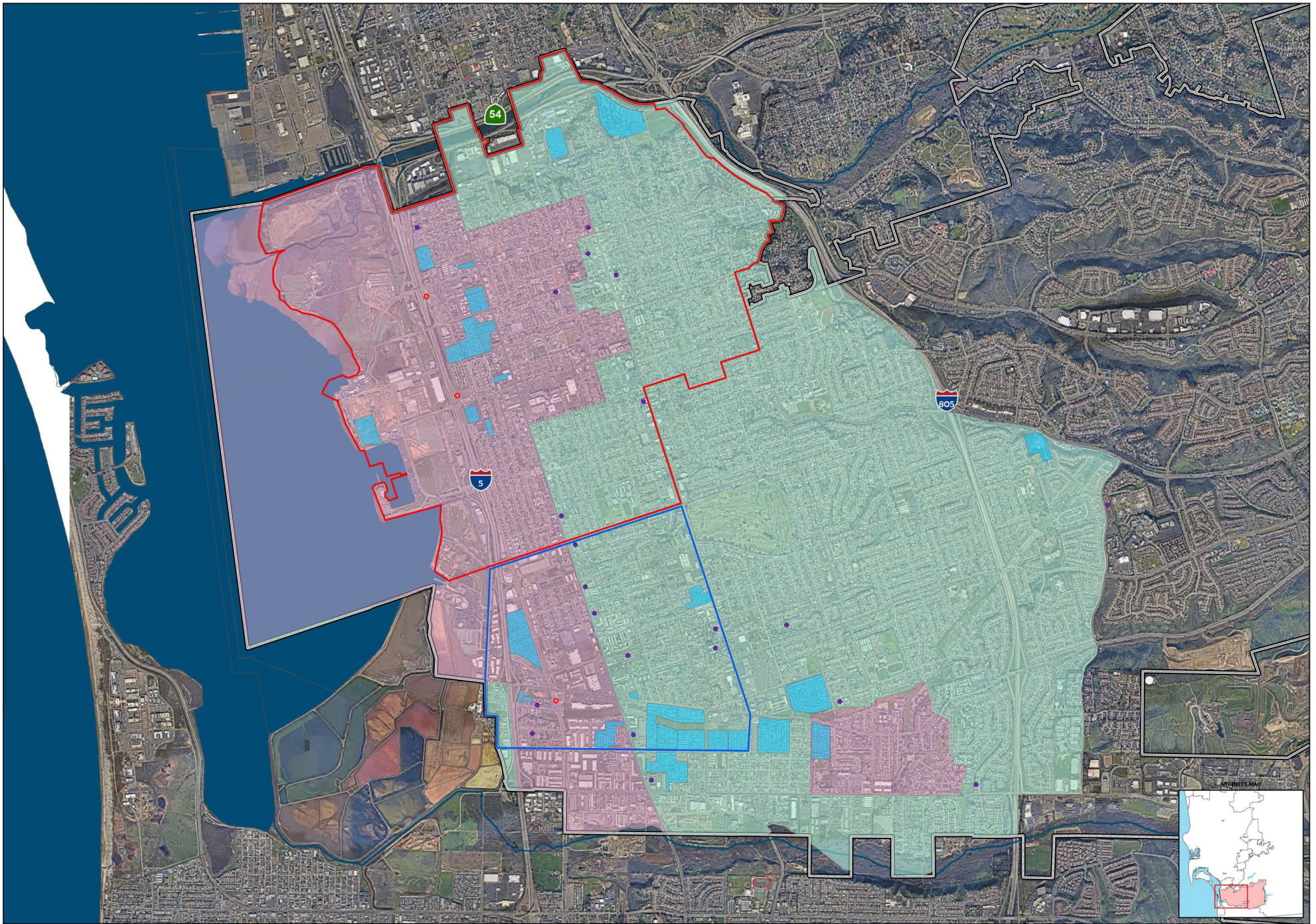
Date

Cesar Hernandez

1/24/25

APPROVED ☒

NOT APPROVED ☐



MAP NOTE:
This map is intended for study only and should not be used for any other purpose. Information on this map is also subject to change (or revision) periodically. The City of Chula Vista does not guarantee the accuracy of information contained on this map and cautions against the use of this data in making land use decisions.

MAP LEGEND

- City of Chula Vista
- Community Shuttle Service Area
- Proposed Expanded Area
- Trolley Transit Stops
- Affordable Housing

- Mobile Home Park
- Ca State & Assembly Bills
- AB 1550
- Both SB335 & AB1550



CITY OF CHULA VISTA COMMUNITY SHUTTLE SERVICE AREA



Time	What is your age	Which Circuit Location	If there was one thing you could change about Circuit, what would it be?
May 2, 2024 14:00	45-60	Chula Vista, CA	
May 2, 2024 14:10	61+	Chula Vista, CA	More car and drivers
May 2, 2024 14:15	61+	Chula Vista, CA	
May 2, 2024 14:20	45-60	Chula Vista, CA	No aceptar gente sucia o alcoholicada pobres chóferes
May 2, 2024 14:40	61+	Chula Vista, CA	Dispatch available
May 2, 2024 15:20	35-44	Chula Vista, CA	Expand service area
May 2, 2024 16:10	61+	Chula Vista, CA	
May 2, 2024 16:30	61+	Chula Vista, CA	Coverage
May 2, 2024 16:30	45-60	Chula Vista, CA	Larger service area
May 2, 2024 16:30	45-60	Chula Vista, CA	Larger service area
May 2, 2024 17:00	61+	Chula Vista, CA	Extend the coverage area.
May 2, 2024 17:10	61+	Chula Vista, CA	As I wrote above, there should be a way when I see a circuit car, that they can take me as a passenger or have the ability to have WIFI so I can get on the app.
May 2, 2024 18:40	61+	Chula Vista, CA	Have more vehicles
May 2, 2024 22:50	61+	Chula Vista, CA	larger area
May 3, 2024 15:10	61+	Chula Vista, CA	longer hours and more coverage area
May 4, 2024 12:00	61+	Chula Vista, CA	Expand the coverage area.
May 4, 2024 14:00	61+	Chula Vista, CA	Expand area of operations
May 6, 2024 09:30	61+	Chula Vista, CA	I think it's great

Time	What is your age?	Which Circuit Location?	If there was one thing you could change about Circuit, what would it be?
May 7, 2024 14:56	61+	Chula Vista, CA	I would improve the method Circuit uses to dispatch drivers, to make it more efficient. Sometimes it seems like Circuit will pick up a passenger and drive them to a destination, when another potential passenger is waiting just a few blocks away, and sometimes both passengers are going to the same location, but the driver is instructed to pick up just one of those passengers, take them to their destination, and then come ALL THE WAY BACK to pick up the other passenger. Doesn't make sense.

Exhibit B:

Budget

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

Section 1: Project Components		Section 2: Voucher Budget								Section 3: Additional Funding	
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request			Annual Budget Breakdown Up to Year 4 of Service Operation Period					Description of Additional Funding Requested	
		(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)	(j) Year 4 of Service Operation (\$)	(k) Current Approved Voucher Cost	(l) Difference Requested
Direct Labor											
Voucher Administration				\$ -							
				\$ -							
Planning		\$ 1,073.00	1	\$ 1,073.00					\$ 1,073.00	\$1,073.00	
				\$ -							
Outreach and Marketing				\$ -							
				\$ -							
Operations and Maintenance				\$ -							
				\$ -							
Fringe Benefits											
Voucher Administration											
Planning				\$ -							
				\$ -							
Outreach and Marketing				\$ -							
				\$ -							
Operations and Maintenance				\$ -							
				\$ -							
Travel/Mileage											
Voucher Administration				\$ -							
				\$ -							
Planning Costs		\$ 1,094.00	1	\$ 1,094.00					\$ 1,094.00	\$1,094.00	
				\$ -							
Outreach and Marketing				\$ -							
				\$ -							
Operations and Maintenance				\$ -							
				\$ -							
Equipment/Capital Costs (Lead Only)											
Motor Vehicles and Associated Hardware				\$ -							
				\$ -							
Bicycles and Scooters				\$ -							
				\$ -							
Charging/Fueling Equipment and Installation				\$ -							
				\$ -							
Bicycle/Scooter Infrastructure and Installation (Maximum 300% of amount of electric bicycle/scooter or 200% of non-electric bicycles/scooter amount)				\$ -							
				\$ -							
				\$ -							

Optional: Category Eligibility Check Worksheet Instructions: Calculate sums in "Category Total" and "Applicable Denominator" Columns. User may need to adjust example formula if additional rows were manually inserted above.					
Cost Category	Eligibility Requirement Summary (See Implementation Manual for Details)	Category Total	Applicable Denominator	Percentage	Conforms to Eligibility Requirement?
Bicycle/Scooter Infrastructure and Installation	Maximum of 300% of amount of electric bicycle/scooter vehicles or 200% of amount of non-electric bicycle/scooter vehicles amount				
Additional Transportation Enhancements	Maximum of 25% of total voucher amount				
Notes:					

Financial Sustainability Plan

MOBILITY PROJECT VOUCHER UPDATED FINANCIAL SUSTAINABILITY PLAN

ADDITIONAL FUNDING FOR MOBILITY PROJECT VOUCHER (MPV) AWARDEES OVERVIEW

There is a set-aside fund specifically for currently or existing MPV funded projects. Window 1 and Window 2 MPV Awardees are eligible for up to \$300,000 in additional funding for their current funded project without submitting a new voucher application.

The additional funds for Window 1 MPV Awardees may be applied to a variety of eligible activities related to insurance compliance, capital acquisition, planning and operations, administration, outreach and marketing, participation in the Clean Mobility Equity Alliance (CMEA) meetings, annual Clean Mobility Forum attendance, and other program activities only in support of the project scope outlined in their voucher agreement and/or project expansion request. If Awardees request additional funds to expand the project scope, a written justification is required with supporting documents to demonstrate additional demand (e.g., documented community feedback, updated needs assessment, etc.). Awardees must submit an updated financial sustainability plan and a revised budget that justifies the need and use of additional funds.

To apply for Additional Funding, please complete this Updated Financial Sustainability Plan by answering all required questions in the boxes, providing all relevant documentation and signatures. **To receive direct technical assistance filling out this form, please contact Erlin Martinez, at emartinez@calstart.org.**

In order to be eligible to receive additional funding set aside for current Mobility Project Voucher Awardees, the entire request and supporting documents must be completed and submitted, including all required attachments.

PROJECT INFORMATIONVOUCHER AGREEMENT NUMBER: MP20W1A-8**1. LEAD APPLICANT (AWARDEE) INFORMATION**

Organization Name: City of Chula Vista		
Mailing Address: 276 4th Ave.		
City: Chula Vista	State: CA	Zip Code: 91911
Project Lead Primary Contact Name: Stacey Kurz / Emily Tran		
Phone: 619-691-5047	Email: skurz@chulavistaca.gov / etran@chulavistaca.gov	

2. 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.

Organization Name:		
Mailing Address:		
City:	State:	Zip Code:
Project Lead Primary Contact Name:		
Phone:	Email:	

3. MICROMOBILITY DEVICES OWNER INFORMATION (If Applicable)

Information about the party that will take ownership of micromobility devices (e.g., bicycles, scooters, etc.) funded by CMO. May be same or different party than the lead applicant.

Organization Name:		
Mailing Address:		
City:	State:	Zip Code:
Project Lead Primary Contact Name:		
Phone:	Email:	

4. MOBILITY OPERATOR INFORMATION

May be the same or different party than the lead applicant and/or fleet and micromobility devices owner. Indicate the mobility operator for each applicable project service model.

Project Service Model: Community Shuttle		
Organization Name: Circuit Transit, Inc.		
Mailing Address: 777 S. Flagler Dr., Ste#800W		
City: West Palm Beach	State: FL	Zip Code: 33401
Project Lead Primary Contact Name: Daniel Kramer		
Phone: 562-252-6680	Email: Daniel@ridecircuit.com	

Project Service Model:		
Organization Name:		
Mailing Address:		
City:	State:	Zip Code:
Project Lead Primary Contact Name:		
Phone:	Email:	

PROPOSED BUDGET AND PLAN FOR FINANCIAL SUSTAINABILITY

This section collects information about the proposed budget and your plan for financial sustainability. Projects must operate for at least 4 years from the date that operations fully launch (when participants start using the service). This period is referred to as the Project Operation Period. In this section, MPV Awardees must describe strategies for maintaining the proposed services at least throughout the project operations period in the required Financial Sustainability Plan in their additional funding request.

1. Total Voucher Amount Requested:

Executed Voucher Funding Amount	Requested Additional Funding Amount Not-to-Exceed \$300,000	Total Voucher Amount Not-to-Exceed \$1,800,000
\$1,500,000	\$300,000	\$1,800,000

2. Describe your strategies for maintaining the current service(s) throughout a minimum of a 4-year project operation period. Additionally, provide detailed strategies for sustaining the expansion if you are utilizing additional funds for project expansion.

Note: This response must explain how the service will be maintained for at least 4 years of full operations and sustained beyond the Project Operation Period. Include resources required to fully operate the project for at least 4 years from the date that operations fully launch.

The project team will employ the following key strategies for maintaining the proposed service for a minimum of 4 years:

1. Fare - The shuttle program began charging a fare of \$2 to the general public April 2024. This fare may be adjusted in order to encourage ridership and balance demand with revenue. The City has a shared revenue plan with its current operator to put 50% of all fares collected back into operations for Year 4 and beyond.
2. Advertising - The City also has a shared revenue plan for all sold and executed third party advertising campaigns. The City's revenue share will go towards extending the service.
3. Sponsorship - The City and Circuit will identify and approach key potential sponsors to support the service beyond the grant period. This could include large local employers and businesses such as medical facilities, business improvement districts and economic development organizations, and regional organizations.
4. Public-Private Partnerships – The City will partner with housing developers to contribute funding towards operations in exchange for fixed or prioritization services. The City is currently working with two such partners of senior apartment complexes at Casa Estilo and Congregational Place.
5. Other Contributions - The City will evaluate and identify other potential sources of funding from within the City and Community. In addition partnerships to maintain and incentivize on demand services will be explored with local businesses and associations, such as large shopping facilities or attractions like Chula Vista Center Mall or Seven Mile Casino. Future development of the Bayfront in Chula Vista will also require shuttle services between the hotel/convention center and Third Avenue business district. Potential collaboration with the Third Avenue Village Association or Broadway Business District will also be explored. And finally use of Community Benefit dollars will be explored with local hospital systems Scripps and Sharp.
6. As the opportunity to increase services arises, the City will also look at funding opportunities such as SANDAG's Mobility Grants and philanthropic organizations such as the Congregation Church, San Diego Foundation and the San Diego Seniors Foundation. The City recently completed an application with CalStart for United States Department of Environmental Protection Agency Community Change Grant proposal for funding to expand services and will continue to seek additional opportunities.


3. Describe your strategies for ensuring vehicles and equipment continue to serve the community if operation discontinues after the voucher agreement term.

The City plans to work with the current operator to provide services to seniors in this community and sustain the program with an expansion of the services to the whole community for a profit. The sustainability of the program will therefore be guaranteed by a percentage of the fee charged by the operator to residents and tourists and applied to the guaranteed free fare for the seniors

ATTESTATIONS AND SIGNATURE

1. I, the authorized officer to represent and sign this request on behalf of my organization/tribe as the Lead Applicant, have read, understand and agree to abide by all of the requirements, terms and conditions in the [CMO Implementation Manual](#);
2. I attest to all of the following:
 - a. Our organization agrees that the eligible additional funds will be used directly towards the awarded project's eligible activities only in support of the project scope outlined in the Awardee's Voucher Agreement;
 - b. The total voucher awarded amount for the project, not to exceed \$1,800,000 in the Awardee's amended Voucher Agreement.

Signed by the authorized officer:

Name: Maria V. Kachadoorian	Signature: 
Title: City Manager	Date: 1/3/2025

Mobility Project Voucher Awardees Additional Funding Request and supporting documents may be submitted by email at admin@cleanmobilityoptions.org, or by mail to the following address:

PLEASE RETURN SIGNED DOCUMENTS TO:

Attention: Clean Mobility Options

CALSTART

48 South Chester Avenue

Pasadena, CA 91106

www.cleanmobilityoptions.org

Exhibit K:
Recordkeeping and
Reliability Standards
for Electric Vehicle
Chargers and Charging
Stations

In this document, the following definitions apply:

Term/ Acronym	Definition
Awardee	An Applicant awarded under the Clean Mobility Options Program (CMO).
CEC	California Energy Commission
Central System	Charge Point Management System: the central system that manages Charge Points and has the information for authorizing users for using its Charge Points.
Charge Point	The Charge Point is the physical system where an electric vehicle can be charged. A Charge Point has one or more connectors.
Charger	Any connector that can independently provide charge to an on-road electric vehicle (EV) regardless of whether the other connectors associated with a Charge Point are simultaneously charging.
Charging Session	Part of a transaction during which the EV is allowed to request energy.
Charging Station	A physical location with any number of Charge Point(s) and Connector(s) with a unique address. For a charger to be part of a charging station, it must not be further than 0.125 miles (660 feet) from any other charger that is also considered to be part of the same charging station.
Connector	The term “Connector”, as used in this specification, refers to an independently operated and managed electrical outlet on a Charge Point. This usually corresponds to a single physical connector, but in some cases a single outlet may have multiple physical socket types and/or tethered cable/connector arrangements to facilitate different vehicle types (e.g. four-wheeled EVs and electric scooters).
Corrective Maintenance	Maintenance which is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
Downtime	Downtime is any period of time that a charger is not operational.
Excluded Downtime	Excluded Downtime is downtime that is caused by events outside of the control of the funding recipient and is subtracted from total downtime when calculating uptime percentages.
FTD	Fuels and Transportation Division
Hardware	The machines, wiring, and other physical components of an electronic system including onboard computers and controllers.

EXHIBIT K: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations
2023 Clean Mobility Options Voucher Program

Interoperability	Successful communication between 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.
Maintenance Event	Any instance in which preventive or corrective maintenance is carried out on equipment.
Networked Charger	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.
Operational	A charging port is considered operational or "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
Operative	A state indicating the charger is operational and available to charge or currently charging.
Operative Status	A status reported by the charger's onboard software indicating whether the charger is in an operative state. The status may directly report 'Operative' or some other status that indirectly indicates the charger is in an operative state. Conversely, the charger may report 'Inoperative' or some other status indicating that it is not in an operative state.
Preventive Maintenance	Maintenance that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime.
Software	A set of instructions, data or programs used to operate computers and execute specific tasks.
Uptime	A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level. Uptime is the percentage of time a charging port is "up".

Awardee is responsible to collect, monitor, and report required data for the duration of the Voucher Agreement term unless a longer period is required in CEC's regulations developed under AB 2061. The Program Administrator will coordinate with Awardee to obtain these data and other information as specified in this document and confirm a process for reporting. The Program Administrator will also provide reporting forms and templates with required information.

For all CMO-funded electric vehicle chargers and charging stations installed on or after January 1, 2024, the Awardee shall:

- A. 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.
- B. Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
- C. Without limitation to other requirements in the voucher agreement, the Awardee shall comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of the voucher agreement. Once regulations are final, they will apply to work under the voucher agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under the voucher agreement.
- D. If the Awardee 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 Voucher Awardee shall verify delivery of said disclosure by obtaining a signature from the site host on the disclosure.

1. Operations

The Awardee shall:

- A. Operate the installed chargers during the term of the voucher agreement.
- B. For any charging station of fewer than 40 chargers at which chargers are installed and operated under the voucher agreement, ensure that the charger uptime for each charger installed in the project is at least 97 percent of each year for six years after the beginning of operation.
- C. For any charging station of 40 or more chargers at which chargers are installed and operated under the voucher agreement, ensure that the charger uptime for each charger installed in the project is operational at least 80 percent of a

charging site's standard hours of operation of each year for five years after the beginning of operation, and ensure that annual station uptime is at least 97 percent.

The Awardee shall retain records for a minimum of 3 years after the term of the Voucher Agreement is completed, or a longer period if required in CEC's regulations developed under AB 2061, or pursuant to an agreement in writing by the Program Administrator and Awardee.

2. Recordkeeping

The goal is to collect and maintain records of charger operation and reliability. The Awardee shall collect and retain the remote monitoring and maintenance records specified in this section. The Awardee shall collect and retain records for each charger installed and operated as part of the voucher agreement. The Awardee shall retain records for a minimum of 3 years after the term of the Voucher Agreement is completed unless a longer period is required in CEC's regulations developed under AB 2061, or records retention is agreed to in writing by the Program Administrator and Awardee.

The Awardee Shall:

- A. Collect and retain the Remote Monitoring and Maintenance data below from each networked charger installed and operated as part of the voucher agreement.
- B. Retain the data below for 3 years from the date the charger begins operation, unless a longer period is required in CEC's regulations developed under AB 2061. Provide records provided to the Program Administrator within 10 business days of request.
 - a) Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
 - b) Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.

Remote Monitoring Data

Remote monitoring data requirements only apply to networked chargers.

- A. Connector operative status and error codes on a 60-minute interval including charger identification number and date-time stamp.
 - a) If the Awardee uses OCPP 1.6 to communicate between the charger and central system, the recipient shall collect the OCPP 1.6 Protocol Data Unit (PDU) Status_Notification.

- B. A record of each customer attempt to initiate a charge including charger identification number, transaction identification number, and date-time stamp.
- C. A record of each failed attempt to charge including charger identification number, transaction identification number, and date-time stamps and reason for failure.

Maintenance Data

Maintenance data requirements apply to all chargers.

- A. Reports of inoperative chargers or charger failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
- B. Records of any maintenance conducted on chargers installed and operated as part of the agreement. Records should specify the following:
 - a) Date and time of the maintenance event
 - b) Whether maintenance was corrective or preventive in nature
 - c) Whether and for how long the charger was in an inoperative state prior to maintenance.
 - d) Whether the charger was in an operative state following maintenance

3. Maintenance Requirements

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

The Awardee Shall:

- A. Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a manufacturer-certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- B. Complete corrective maintenance within 10 business days of the beginning of a time when the charger is inoperative or exhibiting failures that result in an inability to charge.
- C. Report on preventive and corrective maintenance in each annual reliability report described below in Section 4. Reporting.

4. Reporting

The goal of this task is to provide an annual report on charger reliability and maintenance.

The Awardee shall:

- A. Write and submit to the Program Administrator an annual report on charger reliability and maintenance included in the first quarterly report of each calendar year as required by Section K. Reporting Requirements of the Implementation Manual. The report shall include:
 - a) A summary of charger 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 events include:
 - i. The time that the status or error codes returned by a charger indicate that it is in a state other than an operative state (inoperative). The duration of time counted as downtime based on remote monitoring will be the interval between the time of the first charger status record that the charger is inoperative, or the failure of the charger to send operational status on specified interval, and the subsequent status record that the charger is operative.
 - ii. The time that a charger is in an inoperative state or failing to deliver charge. This may be known by consumer notification, internal diagnostics, inspection, or other methods.
 - iii. In the event there is a conflict between the sections (a) and (b), the operative state of the charger shall be determined by (b).
 - b) 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. 'Excluded Downtime' includes:
 - i. **Grid Power Loss:** Power supplied by third-party provider is not supplied at levels required to for minimum function of chargers. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs. This does not include power generation or storage equipment installed to serve the station exclusively. Documentation from power provider detailing outage is required to claim

this as excluded time.

- ii. **Vandalism and/or Theft:** Any physical damage to the charger and / or station committed by a third-party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, damage to screens, etc. A maximum of 5 days may be claimed as excluded downtime for each event. The CEC may authorize additional excluded downtime for extenuating circumstances on a case-by-case basis. A police report or similar third-party documentation is required to claim this as excluded time.
 - iii. **Communication Network Outages:** Loss of communication due to cellular or internet service provider system outages can be claimed as excluded downtime provided the chargers revert to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy and free of charge.
 - iv. **Planned Outage for Maintenance and/or Upgrade:** Any planned maintenance or upgrade work that takes the charger offline. This must be scheduled two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for planned maintenance and/or upgrade is 24 hours for any 12-month period.
 - v. **Force Majeure:** Downtime caused by unforeseen events, not described in (a) – (d) above, that are outside of the control of the Awardee may be treated as Excluded Downtime upon approval by the CEC. For such downtime to be considered, the recipient shall include a narrative description of the event and why it was out of their control in their annual report for the CEC to review and make a determination. The CEC has sole discretion in approving downtime in this category.
- c) A summary and calculation of uptime. Each report shall include the annual uptime percentage of each charger (Charger Uptime) as well as the annual uptime percentage for each charging station (Station Uptime) installed and operated as part of this agreement. The annual uptime percentage for each charger shall be reported for the year ending on the most recent anniversary of the beginning of operation of the charger. The annual uptime percentage for each station shall be reported for the year ending on the most recent anniversary of the beginning of operation of the first charger operated as part of this agreement that is part of the station. Charger and station uptime shall be calculated as:

$U_c = \frac{T_c - D_c + E_c}{T_c}$ <p> U_c = Charger Uptime T_c = Total charger operational hours in the reporting period D_c = Total charger downtime for the reporting period, in hours. E_c = Total charger excluded downtime in the reporting period, in hours. </p>	$U_s = \frac{T_s - D_s + E_s}{T_s}$ <p> U_s = Station Uptime T_s = Total operational hours for all chargers associated with the charging station for the the reporting period ($T_s = \sum T_c$). D_s = Total downtime for all chargers associated with the charging station for the reporting period ($D_s = \sum D_c$), in hours. E_s = Total excluded downtime for all chargers associated with the charging station for the reporting period ($E_s = \sum E_c$), in hours. </p>
--	---

- d) For networked chargers, a summary of charge data, including:
- i. Total number of attempts to charge
 - ii. Total number of failed attempts to charge
 - iii. Failed attempts to charge by the following categories:
 - i. Number of charge attempts that failed due to payment system failures
 - ii. Number of charge attempts that failed due to interoperability failures
 - iii. Number of charge attempts that failed due to charger hardware or software failures
 - iv. Number of charge attempts that failed due to other reasons
 - iv. A summary and explanation of “other reasons” for charge attempt failures
 - v. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- e) 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. Details of all excluded downtime and a narrative description of events that caused the excluded downtime.