



CONTRACT REQUEST FORM (CRF)

A) New Agreement # MOU-21-001 (to be completed by CGL office)

B) Division	Agreement Manager:	MS-	Phone
Fuels and Transportation	Jeffrey Lu		916-903-4503

C) Contractor's Legal Name	Federal ID #
United States Department of Energy	-

D) Title of Project
Memorandum of Understanding Establishing the Vehicle-To-Everything Collaborative

E) Term and Amount

Start Date	End Date	Amount
04/13/2022	06/01/2024	\$ 0

F) Business Meeting Information

- Operational agreement (see CAM Manual for list) to be approved by Executive Director
- ARFVTP agreements \$75K and under delegated to Executive Director

Proposed Business Meeting Date 05 / 11 / 2022 Consent Discussion

Business Meeting Presenter Jeffrey Lu Time Needed: 10 minutes

Please select one list serve. Clean Transportation Program

Agenda Item Subject and Description:

United States Department of Energy (DOE). Proposed resolution ratifying MOU-21-001 to add the CEC as a participant in a DOE-led memorandum of understanding (MOU). The MOU establishes a collaboration for accelerating the development and commercialization of vehicle-to-everything (V2X) technologies. The collaboration is expected to include automakers, charging equipment providers, industry associations, labor unions, utilities, national labs, public agencies, and other V2X-related stakeholders. Contact: Jeffrey Lu (Staff Presentation: 10 minutes)

G) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

- Yes (skip to question 2) No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because this MOU simply approves CEC's participation in the vehicle-to-everything collaboration. This MOU does not create any contractual or other legal obligations because it is non-binding by its own terms. Therefore this MOU, and participation in the collaboration, will not result in any direct or indirect physical changes to the environment. Any future activities related to participation in the collaboration, including any activities that may cause a change in the environment, will be effectuated through future agreements.

2. If Agreement is considered a "Project" under CEQA:

- a) Agreement **IS** exempt.



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- Statutory Exemption. List PRC and/or CCR section number:
- Categorical Exemption. List CCR section number:
- Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:

b) Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report
- Statement of Overriding Considerations

H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

Legal Company Name:	Budget
	\$ 0.00
	\$ 0.00
	\$ 0.00

I) List all key partners: (attach additional sheets as necessary)

Legal Company Name:
National Electrical Contractors Association – Los Angeles
International Brotherhood of Electrical Workers – Chapter 11
Fermata Energy
The Waste Management Company – Lancaster
Los Angeles Department of Water and Power
Rhombus
BYD Motors, Inc.
The City of Lancaster and City of Lancaster Community Choice Aggregator
Southern California Edison
Zeem Solutions
Pacific Gas and Electric Company
General Motors LLC
Ford Motor Company
San Diego Gas & Electric
Sacramento Municipal Utility District
Lucid Group, Inc.
California Public Utilities Commission
City of Los Angeles
Nuvve Holding Corporation
Nissan Group of the Americas
First Student, Inc.
The Lion Electric Co.



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J) Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
Funding Source			\$
Funding Source			\$

R&D Program Area: Select Program Area TOTAL: \$

Explanation for "Other" selection

Reimbursement Contract #: Federal Agreement #:

K) Contractor's Contact Information

1. Contractor's Administrator/Officer

Name: Rima Kasia Oueid
 Office of Technology Transitions
 Address: 1000 Independence Ave. SW
 City, State, Zip: Washington, DC 20585
 Phone: 202-256-9614
 E-Mail: rima.oueid@hq.doe.gov

2. Contractor's Project Manager

Name: Rima Kasia Oueid
 Office of Technology Transitions
 Address: 1000 Independence Ave. SW
 City, State, Zip: Washington, DC 20585
 Phone: 202-256-9614
 E-Mail: rima.oueid@hq.doe.gov

L) Selection Process Used

- Solicitation Select Type Solicitation #: - - # of Bids: Low Bid No Yes
- Non Competitive Bid (*Attach DGS-GSPD-09-007 <https://www.dgs.ca.gov/PD/Forms>*)
- Exempt Select Exemption (see instructions)

M) Contractor Entity Type

- Private Company (*including non-profits*)
- CA State Agency (*including UC and CSU*)
- Government Entity (*i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state*)

N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?

If yes, check appropriate box(es): SB MB DVBE

O) Civil Service Considerations

- Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)
- Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)
- The Services Contracted:
 - are not available within civil service
 - cannot be performed satisfactorily by civil service employees
 - are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.
- The Services are of such an:
 - urgent



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- temporary, or
- occasional nature

that the delay to implement under civil service would frustrate their very purpose.

Justification:

This MOU is non-binding and therefore does not meet the definition of a contract under state contracting law.

P) Payment Method

1. Reimbursement in arrears based on:
 - Itemized Monthly Itemized Quarterly Flat Rate One-time
2. Advanced Payment
3. Other, explain: Agreement approves CEC's participation in the vehicle-to-everything collaboration; there will be no exchange of funds.

Q) Retention

Is Agreement subject to retention? No Yes

If Yes, Will retention be released prior to Agreement termination? No Yes

R) Justification of Rates

N/A

S) Disabled Veteran Business Enterprise Program (DVBE)

1. Exempt (Interagency/Other Government Entity) N/A- not a contract as defined in state contracting law
2. Meets DVBE Requirements DVBE Amount:\$ 0 DVBE %:
 - a. Contractor is Certified DVBE
 - b. Contractor is Subcontracting with a DVBE: Name of DVBE Company
3. Contractor selected through CMAS or MSA with no DVBE participation
4. Requesting DVBE Exemption (attach CEC 95)



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T) Miscellaneous Agreement Information

- 1. Will there be Work Authorizations? No Yes
- 2. Is the Contractor providing confidential information? No Yes
- 3. Is the contractor going to purchase equipment? No Yes
- 4. Check frequency of progress reports
 Monthly Quarterly Other... No progress reports; resolution only approves CEC's participation in the vehicle-to-everything collaboration
- 5. Will a final report be required? No Yes
- 6. Is the Agreement, with amendments, longer than three years? If yes, why? No Yes

U) The following items should be attached to this CRF (as applicable)

- 1. Exhibit A, Scope of Work N/A Attached
- 2. Exhibit B, Budget Detail N/A Attached
- 3. DGS-GSPD-09-007, NCB Request N/A Attached
- 4. CEC 95, DVBE Exemption Request N/A Attached
- 5. CEQA Documentation N/A Attached
- 6. Resumes N/A Attached
- 7. CEC 105, Questionnaire for Identifying Conflicts N/A Attached



Agreement Manager

April 28, 2022

Date

Office Manager

Date

Deputy Director

Date

MEMORANDUM OF UNDERSTANDING
TO ESTABLISH
THE VEHICLE-TO-EVERYTHING COLLABORATION

This Memorandum of Understanding (this “MOU”) is made between the undersigned parties (collectively referred to herein as “Parties”, and individually as a “Party”) with the intent to explore establishing the Vehicle-to-Everything Collaboration (hereinafter referred to as “Collaboration”), a collaboration for accelerating development and commercialization of vehicle-to-everything (i.e. “V2X”) technologies, which include vehicle-to-grid, vehicle-to-building, and vehicle-to-load capabilities, by validating the technologies and demonstrating the commercial viability of such technologies. Other potential goals include identifying and resolving barriers, accelerating commercialization and customer adoption, and improving coordination between electric and automotive sectors. Parties agree that by signing this MOU, they intend to pursue collaborative projects as described below based upon terms and conditions acceptable to the Parties under each specific project. The initial Parties to this MOU are: National Electrical Contractors Association (“NECA”) – Los Angeles, International Brotherhood of Electrical Workers (“IBEW”) – Chapter 11, Fermata Energy (“FERMATA”), The Waste Management Company-Lancaster, Los Angeles Department of Water and Power (“LADWP”), Rhombus, BYD Motors, Inc. (“BYD North America”), The City of Lancaster and City of Lancaster Community Choice Aggregator (“CCA”), Southern California Edison (“SCE”), Zeem Solutions, The California Energy Commission, Pacific Gas and Electric Company (“PG&E”), General Motors LLC, Ford Motor Company, San Diego Gas & Electric, Sacramento Municipal Utility District, Lucid Group, Inc., and the Department of Energy (“DOE”). The effective date of this MOU is April 20, 2022, or the date on which at least two (2) Parties have executed this MOU, whichever is later (the “Effective Date”). Other entities may become Parties after the Effective Date by signing on to this MOU and providing notice to all other signatories.

Bidirectional plug-in electric vehicles (“PEVs”) present the potential for increasing the country's energy security, economic vitality, and quality of life. Bidirectional PEVs, including plug-in hybrid electric and all-electric vehicles, could play a key role in the country's transportation future and present an opportunity to support the electrical grid as part of a broader approach to vehicle-to-grid integration. The intent of this MOU is to collaboratively explore opportunities for research, engineering, and infrastructure investments that will accelerate and enable bidirectional PEV integration into the electrical grid, potentially by establishing demonstration bidirectional charging stations, collecting and analyzing demonstration data, and preparing techno-economic analyses to evaluate the business case for V2X. The Collaboration will aim to bring together cutting-edge resources from DOE, DOE National Labs, state and local governments, utilities, and private entities to evaluate the technical and economic feasibility of integrating bidirectional charging into energy infrastructure. Installation of bidirectional PEV charging infrastructure also requires a skilled and qualified workforce. IBEW and NECA Los Angeles are willing to train and provide the Parties with a list of and access to qualified contractors, including Electric Vehicle Infrastructure Trained Program

(“EVITP”) Certified Electricians and EVITP approved contractors trained in the electric vehicle supply equipment and charging infrastructure to support deployment of V2X technologies.

WHEREAS, the Parties seek to leverage the experience, technical capabilities, infrastructure, resources, and/or know-how of each Party to provide technical and economic validation of certain V2X technologies;

WHEREAS, the Parties seek to integrate DOE’s unique capabilities of high-performance computing and novel approaches to characterizing large data sets to provide rapid data analytics to provide technical and economic validation of the Technologies;

WHEREAS, the Parties seek to create a customer-friendly, to the extent possible, automated means to advance V2X capabilities; and

WHEREAS, the Parties seek to advance the national goals outlined in Executive Order 14037, Strengthening American Leadership in Clean Cars and Trucks, August 5, 2021, to bolster the domestic market for zero-emission vehicles, including battery electric, plug-in hybrid electric, and fuel cell electric vehicles and supports the priority of expanding key infrastructure, springing critical innovation and investing in the American autoworker, thereby boosting job growth across the United States along the full supply chain for the automotive sector.

NOW, THEREFORE, the Parties agree as follows:

1. GOALS

The Parties seek to launch an effort to bring together public and private experts in electric vehicle-grid integration and energy infrastructure to investigate and promote the commercial viability of V2X capabilities.

The Parties further seek to provide technical assistance to accelerate the development and deployment of certain V2X technologies. The Parties seek to leverage their experience and best practices with the goal of demonstrating the commercial viability of V2X capabilities.

The Parties also seek to:

- A. Promote and support the understanding and dissemination of knowledge about the technological and economic opportunities and resilience afforded by bidirectional electric vehicles.
- B. Promote and support customer education and a focus on customer-friendly applications of V2X technologies to promote adoption. Automation and “set it and forget it” strategies and solutions will be considered.
- C. Provide access to specific DOE core competencies in transportation and energy infrastructure integration for supporting research, development, demonstration, and deployment purposes.

2. OBJECTIVES

The Parties intend to meet as soon as practicable following execution of this MOU to pursue development of a roadmap aimed at achieving the following objectives:

- A. Cooperate in planning to identify scenarios, specific activities, and barriers to deployment of V2X functionality for the Collaboration;
 - a. A first anticipated activity of the Collaboration is to establish and operate test locations for the technologies to demonstrate them in real-world settings.
 - b. The Collaboration intends to establish use cases for the demonstration test locations. More specifically, the Collaboration intends to determine scenarios based on the Technologies and anticipated uses at the demonstration test locations for data collection and evaluation.
 - c. The test locations are expected to supply data to DOE and its National Laboratories for technoeconomic analysis for the established use cases. More specifically, the Collaboration intends to collect and analyze data from bidirectional charging demonstrations to evaluate performance, duty cycles (where relevant), monetization attributes, and to perform balance-of-systems analysis and future system modeling and simulation for the use cases, business model opportunities, cybersecurity, and safety;
- B. Execute additional agreements among the Parties and relevant DOE National Laboratories, as needed to further the goals and achieve the objectives of the Collaboration; and
- C. Cooperate in planning and conducting joint outreach of the outcomes and other technology transfer activities (as applicable) that contribute to the combined effectiveness of the Parties as related to this MOU.
- D. Prepare and release information to the public.

3. PARTY PARTICIPATION

Each Party intends to offer appropriate and relevant contributions to the Collaboration that can be envisioned to further its goals that will be set forth in later agreements developed to implement the goals of this MOU.

- A. DOE: DOE, through its elements potentially including its National Laboratories, Vehicle Technologies Office (VTO), Office of Cybersecurity, Energy Security, and Emergency Response (CESER), Office of Electricity, and Office of Technology Transitions, intends to support the Collaboration effort by:
 1. Providing access to the resources of the DOE National Laboratories, particularly data analytics resources and vehicle and grid technical resources;

2. Supplying technical assistance upon request to the Parties under appropriate agreements developed to implement the goals of this MOU; and
 3. Preparing publicly available reports, to be reviewed and approved by the Parties in advance of publication, regarding the efficacy and commercial viability of the V2X technologies as well as any barriers to widespread adoption.
- B. Other Collaboration Participants: All remaining Parties intend to support the Collaboration effort by providing resources according to their interests and capabilities, potentially including:
1. Providing access to certain technologies and maximizing the use of American-made products;
 2. Hosting sites for generating technical and economic data;
 3. Sharing certain technical and economic data with DOE and, potentially, other Parties for validation and analysis;
 4. Lending expertise for the analysis of the technical and economic data;
 5. Promoting V2X technologies by supplying information about them to the public, including customer bases;
 6. Lending expertise for the development of training and potentially providing access to certain qualified contractors for the installation of electric vehicle supply equipment and charging infrastructure to support V2X deployment; and
 7. Conducting analysis, data collection, or customer feedback to evaluate customer experience.

4. TIMELINE

- A. The Parties intend to formally begin discussions in support of the Collaboration effort as soon as possible.
- B. This MOU expires two (2) years from the effective date of the MOU. The MOU may be renewed by written consent of the Parties wishing to continue the Collaboration effort.
- C. Any Party may terminate its participation in this MOU at any time but should endeavor to provide thirty (30) days' advance written notice to the other Parties.

5. INTELLECTUAL PROPERTY, DATA-SHARING, AND DATA PROTECTION

This MOU establishes the intent of the Parties to establish the Collaboration, with additional development and implementation details to be further specified in later definitive agreements, as may be appropriate, including but not limited to engagement agreements, joint development agreements, Intellectual Property Management Plans, and/or Data Use Agreements. Any proprietary data and information provided to DOE are expected to be governed by the provisions of the Freedom of Information Act (5 U.S.C. §552), the Trade Secrets Act (18 U.S.C. §1905) and other applicable laws and regulations, subject to any additional obligations that may be established in any later definitive agreements.

6. CONTACTS

The Parties will coordinate their activities through identified points of contact for their respective organizations. The designated points of contact, which either Party may change by written notice to the other Party, shall be listed in or added to Appendix A.

7. AUTHORITIES

DOE enters into this MOU under the authority of Sections 31a, 32, 33, and 161 of the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2051, 2052, 2053, 2201), and Section 646 of the Department of Energy Organization Act Public Law 95-91, as amended; 42 U.S.C. § 7256).

8. GENERAL PROVISIONS

- A. This MOU is a statement of intent of the Parties to explore participation in the Collaboration. This MOU is not a binding document, and any activities hereunder are subject to the availability of funds, resources, and personnel. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity. No Party shall have any obligation or liability until the Parties have executed a definitive agreement relating to the Collaboration.
- B. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- C. Each Party shall be responsible for its own costs and expenses incurred in connection with this MOU, including attorney's fees.
- D. Nothing in this MOU restricts any of the Parties from participating in any activity with other public or private agencies, organizations or individuals nor is it an endorsement of any of the Parties' products or services.

- E. All activities and agreements contemplated herein are subject to, and will be carried out in compliance with, all applicable laws, regulations, agency policies, and other legal requirements, and due governance and processes of all Parties.
- F. No amendments to this MOU shall be effective unless executed in writing, and by mutual consent of the parties.
- G. This MOU may be signed in counterparts, each of which may be considered an original but all of which taken together constitute one and the same agreement after the Effective Date regardless of the date on which any Party signs in counterpart.

IN WITNESS WHEREOF,

For DOE Vehicle Technologies Office

By: _____

Printed
Name: _____

Title: _____

Date: _____

For DOE Office of Electricity

By: _____

Printed
Name: _____

Title: _____

Date: _____

For DOE Office of Cybersecurity, Energy Security, and
Emergency Response

By: _____

Printed
Name: _____

Title: _____

Date: _____

For DOE Office of Technology Transitions

By: _____

Printed
Name: _____

Title: _____

Date: _____

For International Brotherhood of Electrical Workers
(IBEW) – Chapter 11

By: _____

Printed
Name: _____

Title: _____

Date: _____

For National Electrical Contractors Association
(NECA) – Los Angeles

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Fermata Energy (FERMATA)

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Los Angeles Department of Water and Power
(LADWP)

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Rhombus

By: _____

Printed
Name: _____

Title: _____

Date: _____

For BYD Motors, Inc. (BYD North America)

By: _____

Printed
Name: _____

Title: _____

Date: _____

For The Waste Management Company-Lancaster

By: _____

Printed
Name: _____

Title: _____

Date: _____

For The City of Lancaster and City of Lancaster
Community Choice Aggregator (CCA)

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Southern California Edison (SCE)

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Zeem Solutions

By: _____

Printed
Name: _____

Title: _____

Date: _____

For The California Energy Commission

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Pacific Gas and Electric Company (PG&E)

By: _____

Printed
Name: _____

Title: _____

Date: _____

For General Motors LLC

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Ford Motor Company

By: _____

Printed
Name: _____

Title: _____

Date: _____

For San Diego Gas and Electric

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Sacramento Municipal Utility District

By: _____

Printed
Name: _____

Title: _____

Date: _____

For Lucid Group, Inc.

By: _____

Printed
Name: _____

Title: _____

Date: _____

For California Public Utilities Commission

By: 

Printed Name: Clifford Rechtschaffen

Title: Commissioner

Date: 4/14/2022

For City of Los Angeles

By: _____

Printed
Name: _____

Title: _____

Date: _____

Appendix A: Points of Contact for V2X Participants

For DOE:

Name: _____
Title: _____
Email: _____
Phone: _____

For National Electrical Contractors Association (NECA) – Los Angeles:

Name: _____
Title: _____
Email: _____
Phone: _____

For Fermata Energy (FERMATA):

Name: _____
Title: _____
Email: _____
Phone: _____

For Los Angeles Department of Water and Power (LADWP):

Name: _____
Title: _____
Email: _____
Phone: _____

For International Brotherhood of Electrical Workers (IBEW) – Chapter 11:

Name: _____

Title: _____

Email: _____

Phone: _____

For Rhombus:

Name: _____

Title: _____

Email: _____

Phone: _____

For BYD Motors, Inc. (BYD North America):

Name: _____

Title: _____

Email: _____

Phone: _____

For The City of Lancaster and City of Lancaster Community Choice Aggregator (CCA):

Name: _____

Title: _____

Email: _____

Phone: _____

For The Waste Management Company-Lancaster:

Name: _____

Title: _____

Email: _____

Phone: _____

For Southern California Edison (SCE):

Name: _____

Title: _____

Email: _____

Phone: _____

For Zeem Solutions:

Name: _____

Title: _____

Email: _____

Phone: _____

For The California Energy Commission:

Name: _____

Title: _____

Email: _____

Phone: _____

For Pacific Gas and Electric Company (PG&E):

Name: _____

Title: _____

Email: _____

Phone: _____

General Motors LLC:

Name: _____

Title: _____

Email: _____

Phone: _____

For Ford Motor Company:

Name: _____

Title: _____

Email: _____

Phone: _____

For San Diego Gas & Electric:

Name: _____

Title: _____

Email: _____

Phone: _____

For Sacramento Municipal Utility District:

Name: _____
Title: _____
Email: _____
Phone: _____

For Lucid Group, Inc.:

Name: _____
Title: _____
Email: _____
Phone: _____

For California Public Utilities Commission:

Name: Kristi Stauffacher
Title: Deputy Executive Director
Email: Kristin.Stauffacher@cpuc.ca.gov
Phone: (916) 327-6789

For City of Los Angeles:

Name: _____
Title: _____
Email: _____
Phone: _____

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: MEMORANDUM OF UNDERSTANDING TO ESTABLISH THE
VEHICLE-TO-EVERYTHING COLLABORATION

WHEREAS, the State Energy Resources Conservation and Development Commission (CEC) seeks to support and participate in the Vehicle-to-Everything Collaboration as described in MOU-21-001 with entities that may include, but are not limited to, the U.S. Department of Energy, National Electrical Contractors Association – Los Angeles, International Brotherhood of Electrical Workers – Chapter 11, Fermata Energy, the Waste Management Company-Lancaster, Los Angeles Department of Water and Power, Rhombus, BYD Motors, Inc., the City of Lancaster and City of Lancaster Community Choice Aggregator, Southern California Edison, Zeem Solutions, Pacific Gas and Electric Company, General Motors LLC, Ford Motor Company, San Diego Gas & Electric, Sacramento Municipal Utility District, and Lucid Group, Inc.; and

WHEREAS, the Vehicle-to-Everything Collaboration is a collaboration for accelerating development and commercialization of vehicle-to-everything technologies which include vehicle-to-grid, vehicle-to-building, and vehicle-to-load capabilities, by validating the technologies and demonstrating the commercial viability of such technologies, as described in MOU-21-001; and

WHEREAS, on April 13, 2022, CEC Commissioner Patty Monahan executed MOU-21-001.

NOW THEREFORE BE IT RESOLVED, that the CEC adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

FURTHER BE IT RESOLVED, that the CEC ratifies Commissioner Monahan's execution of MOU-21-001.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the CEC held on May 11, 2022.

AYE:

NAY:

ABSENT:

ABSTAIN:

Liza Lopez
Secretariat