



**California Energy Commission
April 12, 2023 Business Meeting
Backup Materials for Agenda Item No 13:
GC Green, Incorporated**

The following backup materials for the above-referenced agenda item are available in this PDF packet as listed below:

1. Proposed Resolution.
2. Grant Request Form.
3. Scope of Work.

STATE OF CALIFORNIA
STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: GC Green, Incorporated

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement ZVI-22-033 for a \$500,000 grant to install two public direct current fast chargers, one public Level 2 charger, and on-site solar with battery storage at Tule River Eagle Feather Trading Post #1 to increase electric vehicle (EV) charging access and enable greater plug-in EV adoption by the Tule River Indian Tribe of the Tule River Reservation; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

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 April 12, 2023.

AYE:
NAY:
ABSENT:
ABSTAIN:

Dated:

Liza Lopez
Secretariat



GRANT REQUEST FORM (GRF)

A. New Agreement Number

IMPORTANT: New Agreement # to be completed by Contracts, Grants, and Loans Office.

New Agreement Number: ZVI-22-033

B. Division Information

1. Division Name: Fuels and Transportation
2. Agreement Manager: Tiffany Hoang
3. MS-:06
4. Phone Number: (916) 237-2557

C. Recipient's Information

1. Recipient's Legal Name: GC Green, Incorporated
2. Federal ID Number: 27-3429785

D. Title of Project

Title of project: Demonstrating Resilient and Net-Zero EV Fast Charging Development in California Indian Country

E. Term and Amount

1. Start Date: 4/12/2023
2. End Date: 5/31/2025
3. Amount: \$500,000

F. Business Meeting Information

1. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
2. The Proposed Business Meeting Date: 04/12/2023
3. Consent or Discussion? Consent
4. Business Meeting Presenter Name: Tiffany Hoang
5. Time Needed for Business Meeting: 0 minutes.
6. The email subscription topic is: Altfuels (AB118-ARFVTP)

Agenda Item Subject and Description:

GC Green, Incorporated. Proposed resolution approving Agreement ZVI-22-033 with GC Green Incorporated for a \$500,000 grant to install 2 public DC fast chargers, 1 public Level 2 charger, and on-site solar with battery storage at Tule River Eagle Feather Trading Post #1, and adopting staff's determination that this action is exempt from CEQA. (General Fund Funding)
Contact: Tiffany Hoang (Staff Presentation: 5 Minutes)

G. California Environmental Quality Act (CEQA) Compliance

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

Yes

If yes, skip to question 2.

If no, complete the following (PRC 21065 and 14 CCR 15378) and explain why Agreement is not considered a "Project":



2. If Agreement is considered a “Project” under CEQA answer the following questions.

a) Agreement **IS** exempt?

The project in this Agreement is not subject to CEQA due to being on land that is under the jurisdiction of the Tribe. However, any impacts to non-tribal land as a result of the project would be categorically exempt from CEQA, as explained below.

Statutory Exemption?

Not Applicable

If yes, list PRC and/or CCR section number(s) and separate each with a comma. If no, enter “None” and go to the next question.

PRC section number: None

CCR section number: None

Categorical Exemption?

Not Applicable

If yes, list CCR section number(s) and separate each with a comma. If no, enter “None” and go to the next question.

CCR section number: 14 CCR 15301 exempts from CEQA the minor alteration of existing structures and facilities. This project involves the installation of three electric vehicle chargers and supporting solar and energy storage systems at an existing gas station. The chargers will be installed on existing pavement and will involve negligible or no expansion of use. Therefore, this project, were it subject to CEQA, would have no significant effect on the environment and would be exempt per section 15301.

Common Sense Exemption? 14 CCR 15061 (b) (3)

No

If yes, explain reason why Agreement is exempt under the above section. If no, enter “Not applicable” and go to the next section.

Not Applicable

b) Agreement **IS NOT** exempt.

IMPORTANT: consult with the legal office to determine next steps.

No

If yes, answer yes or no to all that applies. If no, list all as “no” and “None” as “yes”.

Additional Documents	Applies
Initial Study	No
Negative Declaration	No
Mitigated Negative Declaration	No
Environmental Impact Report	No
Statement of Overriding Considerations	No
None	Yes

H. Subcontractors



List all Subcontractors listed in the Budget (s) (major and minor). Insert additional rows if needed. If no subcontractors to report, enter “No subcontractors to report” and “0” to funds.

Delete any unused rows from the table

Subcontractor Legal Company Name	CEC Funds	Match Funds
Xenergy	\$ 56,555	\$ 94,240

I. Vendors and Sellers for Equipment and Materials/Miscellaneous

List all Vendors and Sellers listed in Budget(s) for Equipment and Materials/Miscellaneous. Insert additional rows if needed. If no vendors or sellers to report, enter “No vendors or sellers to report” and “0” to funds. **Delete** any unused rows from the table.

Vendor/Seller Legal Company Name	CEC Funds	Match Funds
Native Star Foundation	\$3,000	\$0
Tule River Economic Development Corporation Foundation	\$7,000	\$0

J. Key Partners

List all key partner(s). Insert additional rows if needed. If no key partners to report, enter “No key partners to report.” **Delete** any unused rows from the table.

Key Partner Legal Company Name
No key partners to report

K. Budget Information

Include all budget information. Insert additional rows if needed. If no budget information to report, enter “N/A” for “Not Applicable” and “0” to Amount. **Delete** any unused rows from the table.

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
ZVI (General Funds)	FY 21/22	BL# 601.129ZEV	\$500,000

TOTAL Amount: \$500,000

R&D Program Area: Not Applicable

Explanation for “Other” selection Not Applicable

Reimbursement Contract #: Not Applicable

Federal Agreement #: Not Applicable

L. Recipient’s Contact Information

1. Recipient’s Administrator/Officer

Name: Rick Halperin



STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION

Grant Request Form
CEC-270 (Revised 10/2022)

Address: 3919 30th St
City, State, Zip: San Diego, CA, 92104
Phone: (707) 271-2769
E-Mail: Rick@gcgreen.com

2. Recipient’s Project Manager

Name: Elizabeth Perez
Address: 3919 30th St
City, State, Zip: San Diego, CA, 92104
Phone: (760) 271-2769
E-Mail: Liz@gcgreen.com

M. Selection Process Used

There are three types of selection process. List the one used for this GRF.

Selection Process	Additional Information
Competitive Solicitation #	GFO-21-604
First Come First Served Solicitation #	Not Applicable
Other	Not Applicable

N. Attached Items

1. List all items that should be attached to this GRF by entering “Yes” or “No”.

Item Number	Item Name	Attached
1	Exhibit A, Scope of Work/Schedule	Yes
2	Exhibit B, Budget Detail	Yes
3	CEC 105, Questionnaire for Identifying Conflicts	Yes
4	Recipient Resolution	No
5	Awardee CEQA Documentation	No

Approved By

Individuals who approve this form must enter their full name and approval date in the MS Word version.

Agreement Manager: Tiffany Hoang



STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION

Grant Request Form
CEC-270 (Revised 10/2022)

Approval Date: 1-12-2023

Office Manager: Mark Wenzel

Approval Date: 1-16-2023

Deputy Director: Melanie Vail

Approval Date: 1/26/2023

Exhibit A SCOPE OF WORK

Task #	CPR	Task Name
1		Administration
2		Project Design and Engineering
3	X	Equipment Procurement, Site Construction, and Commissioning
4		Outreach
5		Operations and Maintenance
6		Data Collection and Analysis
7		Project Fact Sheet

KEY NAME LIST

Task #	Key Personnel	Key Vendors(s)	Key Partner(s)
1	Rick Halperin (GC Green, Incorporated)		
2	Jason Davis (Xnergy)	Xnergy	
3	Jason Davis (Xnergy)	Xnergy	
4	Elizabeth Perez (GC Green, Incorporated)	Native Star Foundation / Tule River Economic Development Center	
5	Rick Halperin (GC Green, Incorporated)		
6	Rick Halperin (GC Green, Incorporated)		
7	Rick Halperin (GC Green, Incorporated)		

GLOSSARY

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

Term/ Acronym	Definition
California Native American Tribe	A Native American Tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.
California Tribal Organization	A corporation, association, or group controlled, sanctioned, or chartered by a California Native American tribe that is subject to its laws, the laws of the State of California, or the laws of the United States.

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
CTP	Clean Transportation Program
EVSE	Electric Vehicle Supply Equipment
FTD	Fuels and Transportation Division
Recipient	GC Green, Incorporated
Tribal Communities	A group of people living within reservation or allotment boundaries, living on land that otherwise falls under the ownership or jurisdiction of a California Native American Tribe, or that is served by a California Native American tribe or other California Tribal Organization, regardless of whether or not those people are tribal members of one or another tribe or are not tribal members

Background

The Budget Act of 2021 (Assembly Bill (AB) 128, Ting, Chapter 21, Statutes of 2021, as amended by Senate Bill (SB) 129, Skinner, Chapter 69, Statutes of 2021 and SB 170, Skinner, Chapter 240, Statutes of 2021) appropriated \$785,000,000 from the General Fund to support infrastructure deployments and manufacturing projects for zero-emission light-duty and medium- and heavy-duty vehicles.

On December 14, 2021, the California Energy Commission (CEC) released a Grant Funding Opportunity (GFO) entitled “Clean Transportation Program Rural Electric Vehicle (REV) Charging.” This competitive grant solicitation was to demonstrate replicable and scalable business and technology models for deployment of electric vehicle (EV) charging infrastructure capable of maximizing access and EV travel for rural residents. In response to GFO-21-604, the Recipient submitted application #24 which was proposed for funding in the CEC’s Notice of Proposed Awards on June 24, 2022. GFO-21-604 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

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

Problem Statement:

California rural tribes have had low rates of EV adoption, in part because these tribal rural areas lack EV charging infrastructure. Barriers to establishing EV charging infrastructure, especially direct current fast charging equipment, results from lack of technology awareness and business

models, cash flow challenges, and tribal project development and project financing capacity. There is also general lack of awareness of the benefits of integrating solar and battery storage to establish a more economical and resilient EV charging infrastructure approach.

Goals of the Agreement:

The goal of this Agreement is to increase EV charging access for, and enable greater plug-in EV adoption by, rural tribal community residents. The project will demonstrate a replicable and scalable business and technology model for EV charging deployment capable of maximizing access and EV travel for rural tribal communities through:

- Reliable and replicable charging installations with safe and convenient public access.
- Engagement, education, and outreach to rural tribal community residents. Through an outreach campaign, the Recipient will raise awareness on the benefits that EVs offer to drivers while also reducing harmful tailpipe emissions that can cause problems for people with respiratory diseases like asthma and chronic obstructive pulmonary disease, which are often more common in Indigenous Peoples.
- Engage rural tribal communities and businesses to increase EV charger awareness and promote EV adoption and investment in EV transit vehicles to transport tribal members to medical or other appointments both within and outside of the reservation.
- Promote clean energy jobs and training in and specialized for rural tribal communities.
- Support tribal enterprises and economic development by encouraging EV travel and charging in reservations.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Install two 120 kW direct current fast chargers and one Level 2 charger at the Tule River Eagle Feather Trading Post #1 to support EV travel to and through the area and promote EV fleet adoption, including first responder vehicles.
- Integrate solar and energy storage systems to allow power at charging stations to not be dependent on the electric power grid. The integrated model is expected to lower overall operating costs.
- Provide EV charging access for Tule River Indian Tribe of California, which has about 1,000 tribal citizens living on the Reservation.
- Ensure that the chargers installed in the project are operational at least 97 percent of a charging site's standard hours of operation for five years after commissioning.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

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

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.8)
 - Subawards needed to carry out project (Task 1.9)
 - The CAM’s expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Calls (Task 1.4)
 - Quarterly Progress Reports (Task 1.5)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.6)

Recipient Products:

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

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

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

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

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

The CAM shall:

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

The Recipient shall:

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

CAM Products:

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

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC request for specific “generated” data (not already provided in Agreement products)
- Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
- “Surviving” Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

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

Task 1.4 Monthly Calls

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

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

The CAM shall:

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

The Recipient shall:

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

Product:

- Email to CAM concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

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

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

The Recipient shall:

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

Product:

- Quarterly Progress Reports

Task 1.6 Final Report

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

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

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

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

The Recipient shall:

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

Products:

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

Task 1.7 Identify and Obtain Matching Funds

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

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

The Recipient shall:

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

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)

- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits

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

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

The Recipient shall:

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

Products:

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

Task 1.9 Obtain and Execute Subawards

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

The Recipient shall:

- Manage and coordinate subrecipient activities.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

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

TECHNICAL TASKS

TASK 2: PROJECT DESIGN AND ENGINEERING

Task 2.1 Finalize Agreement Between Tule River Indian Health Center and GC Green, Incorporated

The goal of this task is to finalize the agreement between the owner of the project site and GC Green, Incorporated and obtain the executed contract for the site. Tule River Eagle Feather Trading Post #1's site owner has agreed to act as the site host for the electric vehicle supply equipment (EVSE). GC Green, Incorporated will own, operate, maintain and collect data from the EVSE, energy storage system, and PV solar system.

The Recipient shall:

- Draft a contract defining the relationship between the site host and GC Green, Incorporated
- Meet with the site host and review the contract term
- Revise the contract as needed for the project site and obtain a signed contract from the site host

Products:

- Copy of the final, executed contract for the project site

Task 2.2 Finalize Engineering and Design Plans

The goal of this task is to complete the civil and electrical engineering design for Tule River Eagle Feather Trading Post #1. This includes verifying the site layout details with the Tule River Eagle Feather Trading Post #1 site host, finalizing the site plan, identifying details including signage and specifications under a licensed professional engineer, and final plans and specifications.

The Recipient shall:

- Create a *Preliminary Site Plan* and verify that the layout meets the needs of

the Tule River Eagle Feather Trading Post #1 site host. Submit preliminary site plan to the CAM.

- Conduct an *Aerial, Topographic, and Boundary Site Survey* for the solar PV system. Submit survey to the CAM.
- Prepare *Final Engineering Plans* (stamped structural, mechanical, and electrical engineering plans, equipment specifications, drawings, and cost estimates for the installations) and submit to the CAM.
- Prepare *Utility Interconnection Specifications and Drawings* and submit to CAM.
- Obtain the *Notice to Proceed* and interconnection design approval from the utility company and submit to the CAM.
- Prepare *Additional Documentation* (drawings, information, and other materials as needed or as requested) for internal Tribal review. No local permitting is required on native sovereign lands.

Products:

- Preliminary site plan
- Aerial, topographic, and boundary site survey
- Final Engineering Plans (stamped engineering and design structural, mechanical, and electrical engineering plans, equipment specifications, drawings, and cost estimates for the installations).
- Utility interconnection specifications and drawings
- Notice to Proceed from utility company with documentation of interconnection design approval from the utility company.
- Additional Documentation (drawings, information, and other materials as needed or as requested) for internal Tribal review.

TASK 3 EQUIPMENT PROCUREMENT, SITE CONSTRUCTION, AND COMMISSIONING

Task 3.1 Equipment Procurement

The goal of this task is to select the manufacturer and model of the EVSE, PV solar, and battery energy storage to be procured and installed under the project.

The Recipient shall:

- Develop an *Equipment Procurement Plan* for the site that includes but is not limited to the bidding process for equipment, finalized list of equipment needed for the project site, and schedule for procuring equipment. Submit the plan to the CAM.
- Procure equipment and submit copies of all *Equipment Purchase Orders* to the CAM.

Products:

- Equipment Procurement Plan
- Equipment Purchase Orders

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

Task 3.2 SITE CONSTRUCTION

The goal of this task is to prepare and complete site construction of the 3 EVSEs, battery energy storage system, and PV solar system.

The Recipient shall:

March 2023

Page 11 of 18
Scope of Work

ZVI-22-033
GC Green, Incorporated

- Prepare project site for construction
- Complete site grading and trenching at the project site
- Place signage at the project site
- Install at least two direct current fast chargers with a charging rate of 120 kW each, at least one Level 2 charger, 175 kW battery energy storage system, and 66 kW solar PV system at the project site
- Develop an *Installation Report* and submit to the CAM that includes but is not limited to:
 - Summary of steps to complete site construction
 - Photos of signage installed at the project site
 - Photos of project site complete with installation of the 3 EVSEs, battery energy storage system, and PV solar system.
- Submit an *AB 841 Certification* to the CAM that certifies the project has complied with all AB 841 (2020) requirements specified in the Agreement Terms and Conditions. The certification shall be signed by Recipient's authorized representative.
- Submit *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment to the CAM. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

Products:

- Installation Report
- AB 841 Certification
- EVITP Certification Numbers for each EVITP certified electrician

Task 3.3 SITE COMMISSIONING

The goal of this task is to perform commissioning of equipment and publish site availability.

The Recipient shall:

- Commission all chargers.
- Complete onsite test for the project site to ensure the stations, ancillary equipment, battery energy storage system, and solar PV system are all operating properly.
- Add project sites to websites including but not limited to the Alternative Fuels Data Center (AFDC), PlugShare, and Google Maps.
- Prepare and submit a *Commissioning Report*, which shall include confirmation that all project components are operational and meet code compliance, a summary of testing, and site availability on various websites. Submit the report to the CAM.

Products:

- Commissioning Report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 4 OUTREACH

The goal of this task is to create and launch a community/tribal-wide EV engagement program to support installation of the integrated EV project and its potential for replication at other rural tribal locations.

The Recipient shall:

- Coordinate with Tule River Economic Development Center (TREDC) and Native

Star Foundation.

- Develop and install signage, banners, poster, and A-frames at the Eagle Feather Trading Post (EFTP) site
- Post project updates, including blogs, pictures, and videos to social media outlets, including the EFTP Facebook, Instagram, and Twitter.
- Develop flyers containing information on the chargers and grand opening event. A minimum of 200 copies of flyers will be in Native and Spanish languages to be distributed to the local community and other tribal communities.
- Host two EV ride-and-drive pop-up events with the Porterville Chamber of Commerce.
- Hold a tribal youth-based seminar on EVs and infrastructure.
- Hold a stakeholder meeting with key community and tribal leaders on topics including workforce development and EV charging development.
- Host a grand opening event with TREDC targeting attendees including city officials, Tule River tribal leaders, neighboring tribes, local EV drivers, and local EV dealerships.
- Develop and submit an *Outreach and Engagement Strategy*, which shall include, but is not limited to the following:
 - Purpose and goals of various outreach efforts and activities
 - Summary of proposed and final materials for various outreach efforts and activities, including content for any posters, flyers, or surveys; agendas and sign-in sheets; and identification of existing content to utilize and new materials to be created
 - Stakeholder list
 - Summary of outreach and engagement barriers and lessons learned

Products:

- Outreach and Engagement Strategy

TASK 5 OPERATIONS AND MAINTENANCE

The goal of this task is to ensure that the chargers installed in the project are operational at least 97 percent of a charging site’s standard hours of operation for five years after commissioning.

Task 5.1 Operations

The Recipient shall:

- Operate the installed charging stations during the term of this agreement.
- Ensure that the chargers installed in the project are operational at least 97 percent of a charging site’s standard hours of operation for five years after commissioning. Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operability for five years after commissioning shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.

Task 5.2 Maintenance

The Recipient shall:

- Perform regular preventive maintenance, including visual inspection, performance testing,

functional validation, and reporting.

- Monitor network performance.
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice.
- Provide charging station users with 24/7 call center service that will assist users with any technical issues encountered at the stations.
- Prepare a *Stations Operations Report* for each project site sent quarterly to the CAM after station commissioning through the term of this agreement. The report will include a summary of uptime measures, calculation of uptime, and number of dispatch events needed during the quarter.

Product:

- Stations Operations Reports delivered with the Quarterly Progress Reports described in Task 1.5

Task 5.3 Recordkeeping and Reporting

The Recipient shall:

- Keep and maintain a *Record of the Standard Hours of Operation* for the site, including any changes over the operational period.
- Keep and maintain detailed *Records of Maintenance and Repairs*. Records shall include:
 - Whether the maintenance was scheduled preventive maintenance or response to an identified issue
 - Date and time the need for corrective maintenance was reported, if applicable
 - Date and time maintenance began
 - Date and time maintenance was completed
 - Narrative describing nature of maintenance required
 - Any component failures / replacements
- Keep and maintain a *Record of the Operative Status of Each Connector* from the time the equipment is commissioned until the end of the operational period defined by this agreement.
 - The record shall include any time the Recipient knows or is notified that a connector is incapable of delivering a charge, for example by observation, by receipt of a service call, by notice of power outage or telecommunications outage, or other means.
 - For any networked chargers, Recipient shall record the time and the operative status of each connector every 15 minutes.
 - For example, a central system using OCPP 1.6 could send `TriggerMessage.req`, 'requestedMessage' = 'StatusNotification' and record both the `TriggerMessage.conf` and `StatusNotification.req` sent by the charge point in response.
 - Excluded downtime shall be recorded, including any supporting documentation from an independent party, e.g., notice from an electric utility of a power outage or police report of vandalism. The record shall include an explanation of the cause of the downtime, why it should be considered excluded downtime, and the efforts made to minimize the downtime.
- Make these records available, in a standard electronic format of the CEC's choosing, to the

CEC within 10 business days of a written request by the CEC.

- Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, the requirements for recordkeeping and reporting under this Task shall remain in effect for five years after commissioning and shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.
- The requirements for recordkeeping and reporting under this Task are in addition to requirements specified in this Agreement's Terms and Conditions, section 18.b, Retention of Records, and any other applicable Terms and Conditions.

Products:

- Record of standard hours of operation
- Record of the operative status of each connector
- Records of maintenance and repairs

Task 5.4 Definitions

- a. **Central System:** The central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.
- b. **Connector:** A connector is what is plugged into a vehicle to charge it.
- c. **Charging Site:** A physical location with one or more chargers.
- d. **Charger:** A device that safely supplies electrical power to an electric vehicle through connectors. Where a device has multiple connectors or can serve multiple parking spaces, the number of chargers is equal to the number of vehicles that can be simultaneously charged.
- e. **Downtime:** Any period of time within the standard hours of operation in which a charger is not operational.

For networked chargers, a period in which the charge point's response to the central system's request for notification of operative status indicates that the connector or charge point is in an inoperative state is downtime.

- For example, in OCPP 1.6 intervals when **StatusNotification.req** protocol data unit **Status Field** = 'Unavailable' or 'Faulted' OR **errorCode Field** = 'ConnectorLockFailure', 'GroundFailure', 'HighTemperature', 'InternalError', 'OverCurrentFailure', 'OverVoltage', 'PowerMeterFailure', 'PowerSwitchFailure', 'ReaderFailure', 'ResetFailure', or 'UnderVoltage' are "downtime."
- f. **Excluded downtime:** A period of downtime, within the standard hours of operation, caused by any of the following:
 - **Electric Grid Power Loss:** Power supplied by the electric utility for a site is not supplied at levels required to for minimum function of chargers / station. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs.
 - **Accident, Vandalism or Theft:** Physical damage to the charger for events such as vehicle collision with a charger, theft of charging cables, damage to connectors from mishandling, and damage to screens. Excluded downtime is limited to a maximum of 5 days for each event.

- **Telecommunication Network Outages:** Loss of communication between a charger and a central system due to cellular or internet service provider system outages that are beyond the control of the Recipient.
 - **Planned Outage for Maintenance or Upgrade:** Any planned maintenance indicated in the funding Recipient's Operations and Maintenance Plan, submitted with application for funding, or an updated Plan approved by the CAM in advance of the planned outage.
 - **Extraordinary Events:** Unforeseeable events that would have been impossible to plan for using commercially reasonable methods.
- g. **Operational:** A charging port is considered operational when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- h. **Uptime:** Uptime is calculated as:
- $$\text{Uptime} = \frac{\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}}{\text{Total Standard Hours of Operation}} * 100\%$$

TASK 6 DATA COLLECTION AND ANALYSIS

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

The Recipient shall:

- For all electric vehicle chargers and charging stations installed on or after January 1, 2024:
 - Comply with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
 - Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
 - Without limitation to other requirements in this grant agreement, Recipient 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 this grant agreement. Once regulations are final, they will apply to work under this grant agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this grant agreement.
 - If the Recipient is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Recipient shall verify receipt by signing the disclosure.
- Perform Collect and provide the following *Data on Charger Installations and Charging Events*, and submit this data quarterly to the CAM, as part of the Quarterly Reports:

- Number, type, date, and location of chargers installed.
- Nameplate capacity of the installed equipment, in kW for chargers.
- Number and type of outlets per charger.
- Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
- Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
- Collect and provide 12 months of *Throughput, Usage, and Operations Data* from the project including, but not limited to:
 - Number of charging sessions
 - Average charger downtime
 - Peak power delivered (kW)
 - Duration of active charging, hourly
 - Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
 - Average session duration
 - Energy delivered (kWh)
 - Average kWh dispensed
 - Types of vehicles using the charging equipment
 - Applicable price for charging, including but not limited to: electric utility tariff, electric vehicle service provider (EVSP) service contract, or public charger price.
 - Payment method for public charging
 - Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
 - Normal operating hours, uptime, downtime, and explanations of variations
 - Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
 - Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
- Identify barriers involved in project design and engineering and discuss the steps taken to overcome those barriers.
- Identify any current and planned use of renewable energy.
- Describe any energy efficiency measures used that may exceed Title 24 standards in Part 6 of the California Code of Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of the project and any expected future expansion.

- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Submit the data described above electronically in a quarterly progress report throughout the duration of the agreement.
- Create a *Report Detailing all the Collected Data, Information, and Analysis* described above and provide the report to CAM.

Products:

- Data on charger installations and charging events will be submitted electronically in Quarterly Progress Reports.
- Throughput, Usage, and Operations Data (12 months' worth, as described above).
- Report detailing data collection information and analysis.

TASK 7 PROJECT FACT SHEET

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

The Recipient shall:

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

Products:

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