





# California Energy Commission March 13, 2024 Business Meeting Backup Materials for County of Los Angeles

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

**RESOLUTION NO: 24-0313-09** 

#### STATE OF CALIFORNIA

# STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

**RESOLUTION: County of Los Angeles** 

**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 ARV-23-006 with the County of Los Angeles for a \$6,000,000 grant to install at least 300 Level 2 charging ports across shovel-ready sites serving underserved communities in the County of Los Angeles. Centered near the Ramona Gardens Housing Development and encompassing a 1.5-mile radius within East Los Angeles, these chargers will result in a high-density and high-volume deployment that will be publicly accessible to all light-duty electric vehicle drivers; 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 March 13, 2024.

AYE: NAY: ABSENT: ABSTAIN:	
	Dated:
	Kristine Banaag Secretariat



STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

# **GRANT REQUEST FORM (GRF)**

# A. New Agreement Number

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

New Agreement Number: ARV-23-006

#### **B.** Division Information

1. Division Name: Fuels and Transportation Division

2. Agreement Manager: Elizabeth Maya Muthirenty Varkey

3. MS-:

4. Phone Number: (916) 664-6602

# C. Recipient's Information

1. Recipient's Legal Name: County of Los Angeles

2. Federal ID Number: 95-6000927

# D. Title of Project

Title of project: Take Charge: EV Charging for Los Angeles County

#### E. Term and Amount

Start Date: 03/13/2024
 End Date: 10/30/2026
 Amount: \$ 6,000,000

# F. Business Meeting Information

- 1. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
- 2. The Proposed Business Meeting Date: 03-13-24
- 3. Consent or Discussion? Discussion
- 4. Business Meeting Presenter Name: Elizabeth Maya Muthirenty Varkey
- 5. Time Needed for Business Meeting: 5 Minutes
- 6. The email subscription topic is: Clean Transportation Program

# Agenda Item Subject and Description:

COUNTY OF LOS ANGELES. Proposed resolution approving agreement ARV-23-006 with the County of Los Angeles for a \$6,000,000 grant to install at least 300 Level 2 charging ports across shovel-ready sites serving underserved communities in the County of Los Angeles, and adopting staff's determination that this action is exempt from CEQA. Centered near the Ramona Gardens Housing Development and encompassing a 1.5-mile radius within East Los Angeles, these chargers will result in a high-density and high-volume deployment that will be publicly accessible to all light-duty electric vehicle drivers. (Clean Transportation Program Funding) Contact: Elizabeth Maya Muthirenty Varkey (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":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because: If Agreement is considered a "Project" under CEQA skip to question 2. Otherwise, provide explanation.

# 2. If Agreement is considered a "Project" under CEQA answer the following questions.

a) Agreement IS exempt?

Yes

# Statutory Exemption?

No

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?**

Yes

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: Cal. Code Regs., tit. 14, sec.15301, 15303 and 15304 Categorical Exemption. List CCR section number:

Cal. Code Regs., tit. 14, sec. 15301 provides that projects which consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, and which involve negligible or no expansion of existing or former use are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This project involves installation of at least 300 Level 2 (L2) electric vehicle charging ports at 5 different existing sites/structures in the County of Los Angeles. All 300 L2 charging ports will either be installed in existing parking lots and parking structures or onto existing LED lamp posts as curbside chargers. One hundred and eighty (180) L2 charging ports will be installed in existing parking lots and structures owned by City of Los Angeles Department of Public Works, and one hundred and twenty (120) L2 charging ports will be installed to existing LED light posts also owned by City of Los Angeles Department of Public Works. This project involves negligible or no expansion of existing or former use of the sites. In addition, the electric vehicle charging stations will be installed on existing pavement and will connect to existing electrical infrastructure. Therefore, the project falls within section 15301 and will not have a significant effect on the environment.

Cal. Code Regs., tit. 14, sec. 15303 provides that projects which consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, are categorically exempt from the provisions of CEQA. The proposed project activities consist of minor alterations to existing public facilities. One hundred and eighty



(180) L2 charging ports with an approximate size of 12"x 5"x 3.5" will be installed at existing parking lots and structures and one hundred and twenty (120) L2 charging ports with an approximate size of 9"x 4"x 6" will be installed to existing LED light posts. Existing electric infrastructure will be used to power EV charging. Therefore, the project falls within section 15303 and will not have a significant effect on the environment.

Cal. Code Regs., tit. 14, sec. 15304 provides that projects which consist of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees except for forestry and agricultural purposes are categorically exempt from the provisions of CEQA. In this project, the L2 charging ports will be installed at fully developed sites. L2 charging ports will be installed to pre-existing LED light posts or strategically placed inside parking lots and parking structures on designated parking spots. These areas currently do not support riparian habitat, federally protected wetlands, or migratory corridors. Additionally, special status plants, animals, or natural communities are not expected to be found within close proximity to the affected facilities. Therefore, the project falls within section 15304 and will not have a significant effect on the environment.

The project will not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies; does not involve any cumulative impacts of successive projects of the same type in the same place that might be considered significant; does not involve unusual circumstances that might have a significant effect on the environment; will not result in damage to scenic resources within a highway officially designated as a state scenic highway; the project site is not included on any list compiled pursuant to Government Code section 65962.5; and the project will not cause a substantial adverse change in the significance of a historical resource. Therefore, none of the exceptions to categorical exemptions listed in CEQA Guidelines section 15300.2 apply to this project, and this project will not have a significant effect on the environment.

# 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
City of Los Angeles	\$820,000	\$800,000
GRID Alternatives	\$200,000	0
William C. Velasquez Institute, Inc. (WCVI)	\$200,000	0
TBD Post award grant management (subcontractor of County of LA)	\$127,321	0
TBD Outreach (subcontractor of GRID Alternatives)	\$10,000	0
TBD Outreach (subcontractor of GRID Alternatives)	\$10,000	0
TBD Translation Services (subcontractor of GRID Alternatives)	\$1,450	0

# 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
TBD (Installation of L2 chargers – County of LA)	\$2,472,000	\$300,000
TBD (Design and Engineering services – County of LA)	\$170,000	0
TBD (Ongoing operations and maintenance – County of LA)	\$419,000	0
IoTecha Corp (County of LA)	\$1,120,000	\$300,000
TBD (Curbside charger units – County of LA)	\$150,000	0
TBD (Installation of chargers – City of LA)	\$154,000	\$134,000

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

TBD (Design and Engineering services – City of LA)	\$60,000	\$60,000
TBD (Ongoing operations and maintenance – City of LA)	\$156,000	\$156,000
TBD (Curbside charger units – City of LA)	\$450,000	\$450,000
Mitchell Printing and Publishing, Inc. (Door hangers - WCVI)	\$2,800	0
TBD (Phone services - WCVI)	\$7,200	0
Fedex Office and Print Services, Inc. (Flyers, event signage etc WCVI)	\$1,750	0
Walmart Inc. (Onsite outreach event supplies - WCVI)	\$1,265	0
Think Ink Marketing Data and Email Services, Inc. (Email services - WCVI)	\$4,788	0
TBD (outreach material – GRID Alternatives)	\$1,560	0
TBD (Direct mailers – GRID Alternatives)	\$4,800	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
City of Los Angeles
Los Angeles Department of Water and Power
Southern California Edison Company
PowerFlex Systems California, LLC
City of Los Angeles Department of Public Works

# K. Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
ARFVTF	FY 20/21	601.118M	\$ 6,000,000

**TOTAL Amount:** \$6,000,000

R&D Program Area: N/A

Explanation for "Other" selection: N/A

Reimbursement Contract #: N/A

Federal Agreement #: N/A



# L. Recipient's Contact Information

# 1. Recipient's Administrator/Officer

Name: Laura lannaccone

Address: County of Los Angeles, 1100 N. Eastern Avenue

City, State, Zip: Los Angeles, CA 90063

Phone: (562) 417 -6077

E-Mail: liannaccone@isd.lacounty.gov

2. Recipient's Project Manager

Name: Minh Le

Address: County of Los Angeles

City, State, Zip: 1100 N. Eastern Avenue, Los Angeles, CA 90063

Phone: (562) 367 -5153

E-Mail: MSLe@isd.lacounty.gov

# 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-22-610
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	Yes



# **Approved By**

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

Agreement Manager: Elizabeth Maya Muthirenty Varkey

**Approval Date:** 10/26/2023

Office Manager: Mark Wenzel

Approval Date: 1/17/2024

**Deputy Director:** Melanie Vail

Approval Date: 1/26/2024

# Exhibit A SCOPE OF WORK

# **TECHNICAL TASK LIST**

Task #	CPR	Task Name
1		Administration
2	Х	Project Pre-Work: Site Preparation, Site Design, Engineering, and Community Outreach
3	Х	Installation and Commissioning
4		Operations and Reliability
5		Semi-annual Electric Vehicle Charger Inventory Reports (for charging infrastructure projects)
6		Data Collection and Analysis
7		Project Fact Sheet

# **KEY NAME LIST**

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Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	County of LA: Minh Le, Laura lannaccone, Jennifer Caron, Alex Mena	TBD, City of Los Angeles	None
2	County of LA: Jennifer Caron, Alex Mena	City of Los Angeles, GRID Alternatives, William C. Velasquez Institute, Inc.	Los Angeles Department of Water and Power; Southern California Edison Company; PowerFlex Systems California, LLC; City of Los Angeles Department of Public Works
3	County of LA: Jennifer Caron, Alex Mena	City of Los Angeles	Los Angeles Department of Water and Power; Southern California Edison Company; PowerFlex Systems California, LLC; City of Los Angeles Department of Public Works
4	County of LA: Jennifer Caron, Alex Mena	City of Los Angeles	None

5	County of LA: Jennifer Caron, Alex Mena	TBD	None
6	County of LA: Jennifer Caron, Alex Mena	TBD	None
7	County of LA: Jennifer Caron, Alex Mena	TBD	None

# **GLOSSARY**

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

Term/ Acronym	Definition
AB	Assembly Bill
AC charging	Alternating current. A charger that operates on a circuit greater than 200 volts and transfers AC electricity to a device in an electric vehicle (EV) that converts AC to direct current to charge an EV battery.
ADA	Americans with Disabilities Act
ALM	Adaptive Load Management
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
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 physical system where an EV can be charged. A Charge Point has one or more connectors.
Charger	Any connector that can independently provide charge to an on-road EV regardless of whether the other connectors associated with a Charge Point are simultaneously charging.
Charging Port	The system within a charger that charges one EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time.
Charging Session	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	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.
CTP	Clean Transportation Program
CPR	Critical Project Review
DAC	Disadvantaged community
Depot	Type of "home base" behind-the-fence location where a vehicle is typically kept when not in use (usually parked on a nightly basis).
DCFC	Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery.
Downtime	Downtime is any period that a charger is not operational.
EV	Electric vehicle
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric vehicle supply equipment
EVSP	Electric vehicle service provider
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
GFO	Grant Funding Opportunity
Hardware	The machines, wiring, and other physical components of an electronic system including onboard computers and controllers.
Installed	Attached or placed at a location and available for use for a charging session.
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.
kW	Kilowatt
kWh	Kilowatthour
L2	Level 2 EV charging station
Maintenance Event	Any instance in which preventive or corrective maintenance is carried out on equipment.
OCPP	Open Charge Point Protocol. An open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.

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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 in 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.
Private	Charging ports located at parking space(s) that are privately owned and operated, often dedicated to a specific driver or vehicle (for example, a charging port installed in a garage of a single-family home).
Public	Charging ports located at parking space(s) designated by the property owner or lessee to be available to and accessible by the public.
Recipient	County of Los Angeles
Shared Private	Charging ports located at parking space(s) designated by a property owner or lessee to be available to, and accessible by, employees, tenants, visitors, and residents. Examples include workplaces and shared parking at multifamily residences.
Software	A set of instructions, data or programs used to operate computers and execute specific tasks.
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".

# **Background**

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

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

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

On March 23, 2023, the CEC released a Grant Funding Opportunity (GFO) entitled "Convenient, High-Visibility, Low-Cost Level 2 Charging." This competitive grant solicitation was to enhance perception of Level 2 (L2) charging access and test and demonstrate business models for L2 charging through high-density L2 charger installations. In response to GFO-22-610, the Recipient submitted application #03 which was proposed for funding in the CEC's Notice of Proposed Awards on August 29, 2023. GFO-22-610 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 this Agreement, this Agreement shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Solicitation, the terms of this Agreement shall control.

#### **Problem Statement:**

"Take Charge: EV Charging for Los Angeles County" aims to address barriers hindering the development and widespread use of EVs in California, specifically in Los Angeles County. Scientific and technological barriers include the shortage of charging infrastructure compared to the growing consumer adoption of EVs. Institutional barriers encompass regulatory hurdles and a lack of adopted standards. Environmental barriers include concerns such as greenhouse gas emissions. Cost and financial hurdles, including high initiation and infrastructure costs, also impede progress. These barriers persist because of their complexity, the lack of comprehensive scientific understanding, inadequate data acquisition technologies, and the high costs associated with fabrication techniques. Market factors contribute to inadequate consumer knowledge and limited infrastructure development. Regulatory hurdles and the absence of adopted standards add to institutional challenges. Environmental concerns require proper mitigation measures. Finally, cost and financial hurdles present economic viability challenges that need to be addressed by stakeholders. Overcoming these barriers requires collaborative efforts and multi-faceted approaches involving research, technological advancements, consumer education, infrastructure development, regulatory reforms, and financial support to promote the development and widespread use of EVs in California, particularly in Los Angeles County.

# **Goals of the Agreement:**

The goal of this Agreement is to deliver at least 300 L2 charging ports across five sites in low-income and disadvantaged communities within the densely populated area of East Los Angeles. These chargers will be highly visible, easily accessible, and kept at a low cost to facilitate rapid uptake. The County of Los Angeles will implement advanced electric vehicle (EV) charging technologies like adaptive load management (ALM) to best determine the optimal load balance for chargers. This project will integrate community feedback to ensure site specific needs are met.

Charging stations will be strategically installed at key locations to ensure that the infrastructure investment is spread equitably throughout the region, focusing benefits and expanding access in disadvantaged communities (DAC) and Justice40 communities in downtown Los Angeles. The publicly available L2 chargers installed in this project will be distributed across the five sites with no site upgrades required, decreasing the overall cost of the project and accelerating the deployment timeline to maximize the benefits to drivers.

By choosing networked chargers that will communicate with a central dashboard and be connected to the existing charging infrastructure operated by the County of Los Angeles, the project aims to minimize grid upgrades and intelligently implement load management.

The project expects to result in the elimination of approximately 1,547 tons of greenhouse gas emissions annually across the 7.07 square mile area of the project sites.

# **Objectives of the Agreement:**

The objectives of this Agreement are to deploy at least 300 networked publicly accessible L2 charging ports across at least five (5) sites, including parking structures, parking lots, and community curbside charging. The project area is focused on serving DACs with particular emphasis on the Ramona Gardens Public Housing Development. All five (5) sites have ample power available to support the installation of the charging units, requiring no grid or site upgrades at any of the locations.

The deployment of 300 L2 charging ports led by County of Los Angeles will reinforce grid reliability, further resiliency, and advance key objectives towards achieving greater sustainability within the region and state. The chargers will include ALM, dynamic response to real-time signals, user data analysis, and driver-facing charging session management.

#### TASK 1 ADMINISTRATION

#### Task 1.1 Attend Kick-off Meeting

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

#### The Recipient shall:

- Attend a "Kick-Off" meeting that includes the CAM and may include the Commission Agreement Officer (CAO) and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that 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, if applicable
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

#### **Products:**

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

# **Task 1.4 Monthly Calls**

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

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held 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 10<sup>th</sup> day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <a href="https://www.energy.ca.gov/media/4691">https://www.energy.ca.gov/media/4691</a>.

#### **Product:**

Quarterly Progress Reports

#### **Task 1.6 Final Report**

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

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

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

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

# The Recipient shall:

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

#### **Products:**

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

# Task 1.7 Identify and Obtain Matching Funds

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

#### **Products:**

• Letter describing the subawards are needed, or stating that no subawards are required.

- Draft subaward (if requested)
- Final subaward (if requested)

#### **TECHNICAL TASKS**

# TASK 2 PROJECT PRE-WORK: SITE PREPARATION, SITE DESIGN, ENGINEERING, AND COMMUNITY OUTREACH

The goal of this task is to complete all necessary pre-work to prepare at least five (5) sites for installation and secure agreements with the site hosts. This includes site designs, calculating power capacity, engineering analysis, and community outreach scope.

# Task 2.1 Site Preparation, Design and Engineering Plan

The goal of this task is to complete all necessary pre-work to prepare at least five (5) sites for installation and secure agreements with the site hosts. This includes site designs, calculating power capacity and engineering analysis.

# The Recipient shall:

- Complete walkthrough with each site owner including observations of geographic challenges, entrances and exit locations, placement of charging stations, timeline of installation, and other site-specific challenges.
- Gather site requirements for each site, calculate power capacity, verify power capacity with utility, and submit *final site requirements* for each site to CAM.
- Gather charging station specifications and integrate into engineering calculations/analyses.
- Secure a signed Site Host Agreement from each site host and submit to CAM.
- Produce engineering drawings for the installation of chargers at each site and submit *stamped engineering design drawings* to CAM.

#### **Products:**

- Final site requirements for each site
- Site Host Agreement for each site
- Stamped engineering design drawings for each site

#### **Task 2.2 Community Outreach**

The goal of this task is to conduct outreach at each site, and:

- For curbside charging, gather input on locations that serve community needs.
- For all charging stations, determine what information and resources people need to help transition from gas-powered to EVs.
- Provide information about purchasing EVs, rebates and incentives, charging, and paying for charging.

# The Recipient shall:

• Create and submit to the CAM an *Outreach Plan* for community engagement with pre, during, and post phases to engage residents, which will include a calendar of events, target metrics, and reporting cadence.

- Gather input on curbside charging locations that serve community needs by
  providing surveys to residents with a map option to select charging location
  preferences. Residents will be able to take surveys at events and will be able to
  access them through QR codes made available on door hangers and mailers.
  Recipient will summarize results and share with project partners to inform the
  selection of curbside charging station locations.
- Determine what information and resources drivers need to help transition from gaspowered to EVs by providing surveys to residents asking about their needs and where they want to receive information. Residents will be able to take surveys at events and will be able to access them through QR codes made available on door hangers and mailers. Recipient will summarize results and use the data to create informational materials.
- Distribute information based on resident needs identified through surveys, about EVs and information about EV charging, to residents who live within the 1.5 mile radius served by the chargers. Reach approximately 10,000 residents by door-to-door hangers, mailers, phone banking, and participation at events.
- Provide educational programming at community centers and local events at the charging sites.
- Participate in or establish a minimum of five local events to integrate the project's benefits into the communities it serves. Community-based organization staff or volunteers will table at each event, and provide residents information about EVs, information about EV charging, and invite them to take an online survey. At least two events will include Ride and Drive opportunities.
- Prepare and submit to the CAM an *Outreach Report*, including but not limited to the following:
  - Calendar of events.
  - A summary of survey results on curbside charging locations that serve community needs.
  - A summary of survey results synthesizing what information and resources drivers need to help transition from gas-powered to EVs.
  - A summary of information prepared for and provided to residents based on survey results.
  - Number of people reached.

# **Products:**

- Final Outreach Plan
- Outreach Report

# [CPR WILL BE HELD IN THIS TASK. SEE TASK 1.2 FOR DETAILS]

# TASK 3 INSTALLATION AND COMMISSIONING

The goals of this task is to install and commission at least 300 L2 charging ports by procuring charging station equipment, making all sites ADA accessible, selecting contractors and charger manufacturer, acquiring inspection approvals, running final diagnostics on data collection and networking capabilities, receiving permission to operate notification from the utility, and installing and commissioning the chargers.

The goal of this task is to procure at least 300 L2 charging ports by executing purchase order and scheduling delivery of charging units.

# The Recipient shall:

- Procure at least 300 charging units and all ancillary charger equipment and provide proof of purchase to CAM.
- Finalize schedule for charging units delivery.
- Execute purchase order and schedule delivery of at least 300 L2 charging ports.

#### **Products**

Proof of purchase for charging units and ancillary equipment.

# Task 3.2 Site preparation and Installation

The goal of this task is to install at least 300 L2 charging ports by holding preconstruction meetings, finalizing charger diagnostics and selecting contractors for installation.

# The Recipient shall:

- Hold pre-construction meetings with all applicable parties.
- Confirm that project schedules are up to date and identify potential delays.
- Finalize charger diagnostics including networking capabilities, demand response capabilities, payment options, alert systems, management dashboard, and operations and maintenance diagnostics.
- Prepare Request for Proposal for installation contractor and select contractor for installation.
- Install at least 300 L2 charging ports.
- Submit high *quality digital photos* of installed chargers at each location.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the CEC terms and conditions (Exhibit C) or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each EVITP certified electrician that installed EV charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

#### **Products:**

- High *quality digital photos* of installed chargers at each location
- AB 841 Certification
- EVITP Certification Numbers of each EVITP certified electrician.

# **Task 3.3 Commissioning**

The goal of this task is to commission at least 300 L2 charging ports by running final diagnostics on data collection and networking capabilities, receiving permission to operate notification from the utility, and commissioning the chargers.

# The Recipient shall:

- Commission and provision at least 300 L2 charging ports and associated Load Management Controllers that are operated by County of Los Angeles' charging network.
- Run final diagnostics on chargers for each site.
- Confirm charger network activated for each site.
- Finalize data collection and analytics procedures with the network provider for each site.
- Finalize operations and maintenance plans with network provider and enforcement agencies for each site.
- Finalize payment system activation for each site.
- Activate chargers for public use at each site.
- Develop and submit to CAM a Commissioning Report that includes but is not limited to:
  - Proof of operational charging equipment at each site including but not limited to:
    - Photographs of installed signage.
    - > Summary of commissioning testing and final diagnostics, start date of commercial operation.
  - Proof of charger availability for any public chargers via the Alternative Fuels Data Center Station Locator tool.

#### **Products:**

Commissioning Report

# [CPR WILL BE HELD IN THIS TASK. SEE TASK 1.2 FOR DETAILS]

# **TASK 4 OPERATIONS AND RELIABILITY**

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

# **Task 4.1 Operations**

#### The Recipient shall:

- Operate the installed chargers during the term of this agreement.
- For any charging station of fewer than 40 chargers at which chargers are installed and operated under this 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.
- For any charging station of 40 or more chargers at which chargers are installed and operated under this 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 six years after the beginning of operation, and ensure that station uptime is at least 97 percent.

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 operationality for six 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 4.2 Recordkeeping

The goal of this task is to collect and maintain records of charger operation and reliability. The Recipient shall collect and retain the remote monitoring and maintenance records specified in this section. The Recipient shall collect and retain records for each charger installed and operated as part of this agreement. The Recipient shall retain records for each charger for 9 years from the date the charger begins operation.

# The Recipient Shall:

- Collect and retain the Remote Monitoring and Maintenance data below from each charger installed and operated as part of this Agreement.
- Retain the data below for 9 years from the date the charger begins operation.
   Provide remote monitoring records and maintenance records to the CEC within 10 business days of request.
  - 1. Provide digital records in a comma separated values file unless another file format is approved by the CEC for the request.
  - 2. Provide a clear and understandable *data dictionary* that describes each data element and any associated units with all digital records.

# **Remote Monitoring Data**

- 1. Connector operative status and error codes on a 60-minute interval including charger identification number and date-time stamp.
  - a. If the Recipient uses Open Charge Point Protocol (OCPP) 1.6 to communicate between the charger and central system, the recipient shall collect the OCPP 1.6 Protocol Data Unit Status Notification.
- 2. A record of each customer attempt to initiate a charge including charger identification number, transaction identification number, and date-time stamp.
- 3. 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**

- 1. Reports of inoperative chargers or charger failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
- 2. 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

#### **Products:**

- Remote Monitoring Records
- Maintenance Records
- Data Dictionary

# **Task 4.3 Maintenance Requirements**

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

# The Recipient Shall:

- Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a manufacturer-certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- Complete corrective maintenance within 10 business days of the beginning of a time when the charger is inoperative or exhibiting failures that result in an inability to charge.
- Report on preventive and corrective maintenance in each Quarterly Report on Charger Reliability and Maintenance described in Task 4.4.

#### **Products:**

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

# Task 4.4 Reporting

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

#### The Recipient shall:

- Prepare and submit to the CEC a Quarterly Report on Charger Reliability and Maintenance. The report shall include:
  - 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:
    - a. 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.
    - b. 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.
    - c. In the event there is a conflict between the sections (a) and (b), the operative state of the charger shall be determined by (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:

- a. 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.
- b. 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 calendar days may be claimed as excluded downtime for each event. The CAM 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.
- c. **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.
- d. **Planned Outage for Maintenance and/or Upgrade:** Any planned maintenance or upgrade work that takes the charger offline. This must be scheduled 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.
- e. **Force Majeure:** Downtime caused by unforeseen events, not described in (a) (d) above, that are outside of the control of the Recipient 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 quarterly report for the CEC to review and make a determination. The CEC has sole discretion in approving downtime in this category.
- A summary and calculation of uptime. Each report shall include the quarterly uptime percentage of each charger (Charger Uptime) as well as the quarterly uptime percentage for each charging station (Station Uptime) installed and operated as part of this agreement. The quarterly uptime percentage for each charger shall be reported for the quarterly ending on the most recent anniversary of the beginning of operation of the charger. The quarterly uptime percentage for each station shall be reported for the quarter 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:

$$U_c = \frac{T_c - D_c + E_c}{T_c}$$

U<sub>c</sub> = Charger Uptime

T<sub>c</sub> = Total charger operational hours in the reporting period

D<sub>c</sub> = Total charger downtime for the reporting period, in hours.

E<sub>c</sub> = Total charger excluded downtime in the reporting period, in hours.

$$U_s = \frac{T_s - D_s + E_s}{T_s}$$

U<sub>s</sub> = Station Uptime

 $T_s$  = Total operational hours for all chargers associated with the charging station for the the reporting period ( $T_s = \Sigma T_c$ ).

 $D_s$  = Total downtime for all chargers associated with the charging station for the reporting period ( $D_s = \Sigma D_c$ ), in hours.

 $E_s$  = Total excluded downtime for all chargers associated with the charging station for the reporting period ( $E_s = \Sigma E_c$ ), in hours.

- A summary of charge data, including:
  - a. Total number of attempts to charge
  - b. Total number of failed attempts to charge
  - c. Failed attempts to charge by the following categories:
    - 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
  - d. A summary and explanation of "other reasons" for charge attempt failures
  - e. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- 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.

#### **Products:**

 Quarterly Report on Charger Reliability and Maintenance, delivered with each Quarterly Progress Report described in Task 1.5.

# Task 5 SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS

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

# The Recipient shall:

 Prepare an Electric Vehicle Charger Inventory Report, in a template provided by the CAM that includes:

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

# **Product:**

Electric Vehicle Charger Inventory Report.

# **TASK 6 DATA COLLECTION AND ANALYSIS**

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

# The Recipient shall:

- For all EV 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 EV chargers and charging stations installed at residential real property containing four or fewer dwelling units.
  - Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.

- Without limitation to other requirements in this Agreement, Recipient shall comply with any other regulatory requirements, including 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 Agreement. Once regulations are final, they will apply to work under this Agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this Agreement.
- o If the Recipient is an electric vehicle service provider (EVSP) or other thirdparty entity that is not the site host, the EVSP or third- party entity shall provide a disclosure to the site host about the site host's right to designate the EVSP 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.
- Once each charger begins operation, collect and provide the following information in the next Quarterly Progress Report (described in Task 1.5):
  - o Number, type, date and location of chargers installed.
  - Nameplate capacity of the installed equipment, in kW for chargers.
  - o 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.
  - Expected air emissions reduction, for example:
    - Non-methane hydrocarbons
    - Oxides of nitrogen
    - Particulate Matter
    - Formaldehyde
- Collect and submit to the CAM, in a standard electronic file format determined by the CAM, 12 months of throughput, usage, and operations data from the project including, but not limited to, for each session:

Category	Field	Desired Data Type
Sites	Site ID	Hash key
Sites	Site Name	Varchar
Sites	Site Type	Varchar
Sites	EVSP	Varchar
Sites	Street Address	Varchar
Sites	City	Varchar
Sites	State	Varchar
Sites	Zip	Varchar
Sites	Latitude	Decimal

Sites	Longitude	Decimal
Sites	Number of Electric Vehicle Supply Equipment (EVSE)	Varchar
Sites	Number of Ports	Varchar
EVSE	EVSE ID	Hash key
EVSE	EVSE Manufacturer	Varchar
EVSE	EVSE Model Number	Varchar
EVSE	EVSE Maximum kW	Integer
EVSE	EVSE Number of Ports	Integer
EVSE	EVSE Power Level	Varchar
Ports	Port ID	Hash key
Ports	Port Maximum kW	Integer
Ports	Connector Type	Varchar
Sessions	Session ID	Hash key
Sessions	Charge Duration	Varchar (HH:MM:SS)
Sessions	Charge Session Start Date	Date
Sessions	Charge Session Start Time	Time
Sessions	Charge Session End Date	Date
Sessions	Charge Session End Time	Time
Sessions	Disconnect Reason	String
Sessions	Connection Duration	Varchar (HH:MM:SS)
Sessions	Idle Duration	Varchar (HH:MM:SS)
Sessions	Energy Consumed	Decimal
Sessions	Charge Peak Demand	Decimal
Sessions	Charge Average Demand	Decimal
Sessions	Total Transacted Amount (Driver)	Currency
Sessions	Payment method	Character
Sessions	Driver ID	Hash key
Sessions	Vehicle Make, if known	Varchar
Sessions	Vehicle Model, if known	Varchar
Sessions	Vehicle Year, if known	Integer
Sessions	Vehicle Type, if known	Character

- After 12 months of data collection, analyze and summarize the data and provide a Data Analysis Summary including, but not limited to:
  - o Number of charging sessions
  - Average session duration

- Average charger downtime
- Average kilowatthour (kWh) dispensed
- Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
- Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
- Compare any project performance and expectations in the proposal to CEC with actual performance and accomplishments

#### **Products:**

- Charger and station information, submitted electronically in Quarterly Progress
   Reports as described in Task 1.5
- 12 months of throughput, usage and operations data
- Data Analysis Summary

# **TASK 7 PROJECT FACT SHEET**

The goal of this task is to develop an initial and final project fact sheet that describes the CECfunded 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