



CALIFORNIA ENERGY COMMISSION



California Energy Commission February 11, 2026 Business Meeting Backup Materials for Barona Group of the Capitan Grande Band of Mission Indians

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

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

[PROPOSED]

RESOLUTION NO: 26-0211-XX

STATE OF CALIFORNIA
STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: Barona Group of the Capitan Grande Band of Mission Indians

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 amendment 1 to agreement ARV-24-008 for a novation changing the grant recipient from Barona Group of the Capitan Grande Band of Mission Indians to the Southern California Tribal Chairmen's Association. This \$3,000,000 grant will install two electric vehicle (EV) direct current (DC) fast charging ports and 84 Level 2 EV charging ports for community use at key facilities; perform charging infrastructure development and fleet transition planning for tribes in Southern California; and establish a workforce training program related to charging infrastructure; 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 February 11, 2026.

AYE:
NAY:
ABSENT:
ABSTAIN:

Dated:

Kim Todd
Secretariat



STATE OF CALIFORNIA

GRANT AMENDMENT REQUEST FORM (GARF)

CEC-277 (Revised 09/2025)

CALIFORNIA ENERGY COMMISSION

Original Agreement ARV-24-008, Amendment 01

Division	Agreement Manager:	MS-	Phone
Fuels and Transportation	Susan Ejlalmaneshan	6	279-226-1130

Recipient's Legal Name
Southern California Tribal Chairmen's Association

Revisions: (check all that apply)	Additional Requirements
<input checked="" type="checkbox"/> Term Extension New End Date: 11 / 30 / 2028	Include revised schedule and complete items A through G below (as applicable).
<input type="checkbox"/> Budget Augmentation Amendment Amount: \$ 0	Include revised budget and complete items A through G below (as applicable)
<input type="checkbox"/> Budget Reallocation	Include revised budget and complete items A through G below (as applicable)
<input checked="" type="checkbox"/> Scope of Work Revision	Include revised scope of work and complete items A through G below (as applicable)
<input type="checkbox"/> Change in Project Location or Demonstration Site	Include revised scope of work and complete items A through G below (as applicable)
<input checked="" type="checkbox"/> Novation/Name Change of Prime Recipient	Include novation documentation and complete items A through G below (as applicable)
<input type="checkbox"/> Terms and Conditions Modification	Include applicable exhibits with bold/underline/ strikeout and complete items A through G below (as applicable)

A) Business Meeting Information**Business Meeting approval is not required for the following types of Agreements:** Minor amendments delegated to Executive Director per December 2013 ResolutionProposed Business Meeting Date: 02/11/2026 Consent Discussion

Business Meeting Presenter: N/A Time Needed: N/A

Please select one list serve. Clean Transportation Program

Subject and Description:

Proposed resolution approving amendment 1 to agreement ARV-24-008 for a novation changing the grant recipient from Barona Group of the Capitan Grande Band of Mission Indians to the Southern California Tribal Charimen's Association, and adopting staff's recommendation that this action is exempt from CEQA. This \$3,000,000 grant will install two (2) electric vehicle (EV) direct current fast charging ports and 84 Level 2 EV charging ports for community use at key facilities; perform charging infrastructure development and fleet transition planning for tribes in Southern California; and establish a workforce training program



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related to charging infrastructure. (Clean Transportation Program Funding) Contact: Susan Ejlalmaneshan

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

Legal Company Name:	Budget
Prosper Sustainably, LLC	\$498,000
Burr Energy, LLC (dba Microgrid Initiatives) – Sub of Prosper Sustainably, LLC	\$95,000
TBD Equipment Vendors	\$392,000

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

Legal Company Name:
No key partners to report

D) Budget Information (only include amendment amount information)

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
N/A			

R&D Program Area: N/A TOTAL: N/A

Explanation for “Other” selection: N/A

Federal Agreement #: N/A

E) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a “Project” under CEQA?

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

Explain why Agreement is not considered a “Project”:

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because .

2. If Agreement is considered a “Project” under CEQA:

a) Agreement **IS** exempt.

Statutory Exemption. List PRC and/or CCR section number:

Categorical Exemption. List CCR section number:

Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:

This project is covered by the Common Sense Exemption under 14 CCR 15061 (b) (3) that the California Environment Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in



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question may have a significant effect on the environment, the activity is not subject to CEQA.

This project will take place on tribal land, but off-reservation impacts must still be evaluated under Government Code section 12012.101(b)(2), but this project is exempt under the “common sense” CEQA exemption because the proposed project will not:

- construct on or alter any off-reservation land;
- impact local air quality;
- use groundwater resources or otherwise impact any off-reservation water resources;
- build additional transportation infrastructure;
- generate additional traffic volumes from commercial activities of the Casino;
- increase, once the project is complete, ambient noise beyond the existing commercial activities; or
- degrade the visual character or quality of off-reservation views, including those of scenic resources or objects of aesthetic significance.

The proposed project consists of installing at least two (2) direct current fast charger ports and at least 84 Level 2 charger ports for community use at key existing facilities on Southern California Tribal lands, developing EV charging infrastructure and fleet transition planning for as many as twenty-six Tribes in Southern California, and creating a workforce training program focused on EV charging infrastructure system design, installation, operations and maintenance.

Vehicle trips associated with the construction of the project will be temporary and the operation of the EV charging stations will result in a negligible number of regular operational trips for maintenance. Best management practices will be used during installation and operation of the EV charging stations. Therefore, no adverse effects to offsite air or water quality will occur as a result of the project. The installation and operation of the EV chargers would not substantially degrade the existing visual character or quality of off-reservation visual resources, as the system components are not visually obstructive.

Compared with the current supply of energy, the proposed project will improve energy resiliency for Tribal facilities and the local electric grid, as well as reduce overall energy demand on the local energy provider and lower fossil fuel usage and greenhouse gas (GHG) emissions. Because the proposed project will improve air quality and reduce GHG emissions and does not provide for any physical changes outside of the tribal lands, it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the off-reservation environment. Based on all these factors, the proposed project meets the CEQA “common sense” exemption.

Additionally, 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



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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..

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

Check all that apply

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

F) Is this project considered “Infrastructure”?

Yes

G) The following items should be attached to this GARF (as applicable)

1. Schedule of Products	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached
2. Exhibit A, Scope of Work	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached
3. Exhibit B, Budget Detail	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached
4. CEQA Documentation	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
5. Novation Documentation	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached
6. CEC 105, Questionnaire for Identifying Conflicts		<input checked="" type="checkbox"/> Attached
7. Terms and Conditions	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached

Susan Ejilmaneshan
Agreement Manager

12/19/25
Date

Charles Smith
Office Manager

12/29/2025
Date

Melanie Vail
Deputy Director

12/30/2025
Date

Exhibit A

SCOPE OF WORK

Disclaimer: The addendum includes the following revisions to the Scope of Work. Added language appears in **bold underline**, and deleted language appears in [strikethrough] and within square brackets.

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	Procure, Install, and Commission EV Charging Infrastructure
3	X	Prepare Tribal EV Infrastructure and Transition Guidance and Plans
4		Develop and Deliver EV Workforce Training Programs
5		Operations and Reliability
6		Semi-Annual Electric Vehicle Charger Inventory Reports
7		Data Collection and Analysis
8		Project Fact Sheet

KEY NAME LIST

Task #	Key Personnel	Key Subrecipient(s)	Key Partner(s)
1	[Kathy Clenney, General Counsel] <u>Pei Chen Chang, Executive Director's Assistant</u>	Prosper Sustainably, LLC	None
2	[Robert Key, Director of Facilities] <u>Matthew Rantanen, Director of Technology</u>	TBD EV Charger Installation Contractor; Prosper Sustainably, LLC	None
3	TBD	TBD	None
4	TBD	TBD	None
5	[Robert Key, Director of Facilities] <u>Matthew Rantanen, Director of Technology</u>	TBD EV Charger Installation Contractor; Prosper Sustainably, LLC	None

Task #	Key Personnel	Key Subrecipient(s)	Key Partner(s)
6	[Robert Key, Director of Facilities] <u>Matthew Rantanen, Director of Technology</u>	Prosper Sustainably, LLC	None
7	[Robert Key, Director of Facilities] <u>Matthew Rantanen, Director of Technology</u>	Prosper Sustainably, LLC	None
8	[None] <u>Matthew Rantanen, Director of Technology</u>	Prosper Sustainably, LLC	None

GLOSSARY

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

Word/Term	Definition
AB	Assembly Bill
ADA	Americans with Disabilities Act
API	Application programming interface. A type of software interface that offers service to other pieces of software. An API allows two or more computer programs to communicate with each other.
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
Charge attempt	Any instance of an EV driver taking action to initiate a charging session by taking one or all of the following steps in any order: 1) attaching the connector to the EV appropriately or 2) attempting to authorize a charging session by use of radio frequency identification (RFID) technology, credit card, charging network provider smartphone application (app), screen input, or calling the charging network provider's customer service number.
Charger	A device with one or more charging ports and connectors for charging EVs. Also referred to as electric vehicle supply equipment (EVSE). This definition excludes any charger used solely for private use at a single-family residence or a multifamily dwelling with four or fewer dwelling units.

Word/Term	Definition
Charging network	A collection of chargers located on one or more property(ies) that are connected via digital communications to manage the facilitation of payment, the facilitation of electrical charging, and any related data requests.
Charging network provider	The entity that provides the digital communication network that remotely manages the chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers.
Charging Port	The system within a charger that charges one EV. A charging port may have multiple connectors, but it can only provide power to charge only one EV through one connector at a time.
Charging session	The period after a charge attempt during which the EV is allowed to request energy. Charging sessions can be terminated by the customer, the EV, the charger, the charging station operator, or the charging network provider.
Charging Station	The area in the immediate vicinity of a group of chargers and includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located.
Charging station management system	A system that may be used to operate a charger, to authorize use of the charger, or to record or report charger data, such as by using OCPP.
Charging station operator	The entity that owns the chargers and supporting equipment and facilities at one or more charging stations. Although this entity may delegate responsibility for certain aspects of charging station operation and maintenance to subcontractors, this entity retains responsibility for operation and maintenance of chargers and supporting equipment and facilities. In some cases, the charging station operator and the charging network provider are the same entity.
Connector	The device that attaches an EV to a charging port to transfer electricity.
Corrective maintenance	Maintenance that is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
CPR	Critical Project Review
CTP	Clean Transportation Program

Word/Term	Definition
DCFC	Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery.
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).
Downtime	A period of time that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed. Downtime is calculated pursuant to Task 5.4.
EV	Electric vehicle. A vehicle that is either partially or fully powered on electric power received from an external power source. For the purposes of this Agreement, this definition does not include golf carts, electric bicycles, or other micromobility devices.
EVSE	Electric vehicle supply equipment. A charger as defined.
Excluded downtime	Downtime that is caused by events pursuant to Task 5.4.
Failed charging session	Following a charge attempt, the criteria for a successful charging session were not met.
FTD	Fuels and Transportation Division
GFO	Grant Funding Opportunity
Hardware	The machines, wiring, and other physical components of an electric system including onboard computers and controllers.
Inoperative state	The charger or charging port is not operational.
Installed	Attached or placed at a location and available for use for a charging session. The date a charger is installed is the date it is first available for use for a charging session.
Interoperability	Successful communication between the software, such as 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. Interoperability failure leads to failed charging sessions.
Level 2 Charging	Electric vehicle charging at 208/240 volts
Maintenance	Any instance in which preventive or corrective maintenance is carried out on equipment.
Networked	A charger can receive or send commands or messages remotely from or to a charging network provider or is otherwise connected to a central management system, such as by using OCPP 2.0.1, for the purposes of charger management and data reporting.

Word/Term	Definition
Nonnetworked charger	A charger that is not networked.
OCPP	Open Charge Point Protocol. An open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.
Operational	Or “up.” A charging port’s hardware and software are both online and available for use, or in use, and the charging port is capable of successfully dispensing electricity.
Operative state	The charger is operational.
Preventative maintenance	Maintenance that is 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.
<u>Former Recipient</u>	<u>Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California.</u>
Recipient	[Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California] <u>Southern California Tribal Chairmen’s Association (SCTCA)</u>
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.
Successful charging session	Following a charge attempt, a customer’s EV battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV’s onboard software system terminating the charging session, without an additional charge attempt.
Uptime	The time that a charger is installed during a reporting period excluding downtime pursuant to Task 5.4.

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007) created the Clean Transportation Program (CTP) to help achieve California’s climate change policies and

support projects that reduce greenhouse gas emissions from the transportation sector. AB 8 (Perea, Chapter 401, Statutes of 2013) extended the program through January 1, 2024, and AB 126 (Reyes, Chapter 319, Statutes of 2023) extended the program through July 1, 2035 and focused the program on zero-emission transportation.

The Clean Transportation Program 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.
- Produce alternative and renewable low-carbon fuels in California.
- Deploy zero-emission fuel infrastructure, fueling stations, and equipment.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On January 18, 2024, the California Energy Commission (CEC) released a Grant Funding Opportunity (GFO) entitled “Tribal Electric Vehicle Infrastructure, Planning, and Workforce Training and Development.” This competitive grant solicitation was to fund projects that will accelerate zero-emission vehicle adoption among California Native American Tribes by funding electric vehicle (EV) infrastructure, EV infrastructure planning, and EV workforce training and development. In response to GFO-23-607, the Former Recipient submitted application # 22 (**Application**) which was proposed for funding in the CEC’s Notice of Proposed Awards on November 20, 2024. GFO-23-607 and the Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In February 2026, the Agreement was novated, in which all obligations described in the Agreement to the Former Recipient were transferred to the Recipient, as permitted and amended by the CEC.

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:

[Tribes including the Barona Band] **Southern California Tribes** have installed limited EV charging infrastructure in large part due to a lack of technical capacity to evaluate EV charging projects, establish relationships with trustworthy EV charging partners, pursue funding opportunities, or to initiate and manage EV infrastructure deployments.

Additionally, Southern California Tribes lack the technical capacity and funding to perform strategic planning to transition their vehicle fleets from carbon-fueled vehicles to EVs, or to provide workforce job training for local workers to install, operate, and maintain EV infrastructure—or to plan, develop, and manage such workforce training by external contractors or partners. Finally, local electric distribution infrastructure capacity is constrained at many Tribal facilities, leading to development barriers and prohibitively high balance-of-systems costs for installing substantial EV charging capacity. These barriers have not been addressed by the marketplace generally because Tribal communities are located in remote rural areas that electric utilities' EV system vendors have yet prioritized for EV infrastructure development, workforce development, or transition planning.

Goals of the Agreement:

The goals of this Agreement are to deploy EV charging infrastructure for [the Barona community] **Southern California Tribes**; support EV charging infrastructure development and fleet transition planning among neighboring Tribes; and develop and deliver workforce training programs serving Southern California Tribes and their members.

Objectives of the Agreement:

The objectives of this Agreement are to install at least 2 direct current fast charger (DCFC) ports and at least 84 Level 2 charger ports for community use at key facilities on [the Barona Reservation] **Southern California Tribal lands**; perform EV charging infrastructure development and fleet transition planning for [the Barona Band and] as many as twenty[-four] **six (26[4])[-other]** Tribes in Southern California; and to establish a workforce training program, resulting in marketable job skills related to EV charging infrastructure system design, installation, operations and maintenance (O&M).

The activities will increase access to reliable EV charging infrastructure by California Native American Tribes in three ways: 1) Installing and commissioning EV charging and related utility distribution system upgrades at key Tribal locations [on the Barona Reservation]; 2) Perform transition planning for Southern California Tribes' future EV charging infrastructure and fleet transition projects, positioning them to participate in future EV funding opportunities; and 3) Providing training and workforce development for Native Americans throughout Southern California and other candidates for careers in EV charging system installation and operation and maintenance, including hands-on training through installation of EV charging systems and related infrastructure at [Barona] **Tribal facilities**.

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 CAM shall:

- Send the Recipient the *kick-off meeting agenda*.

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 match share 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.
- Provide an *updated Schedule of Products, updated list of match funds, and updated list of permits*.
- 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

CAM 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 *CPR meeting* 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:

- CPR meeting 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
- Provide *written documentation of meeting agreements*
- 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.
- Send an *email to CAM concurring with call summary notes*.

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:

[March 2025]
February 2026

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Scope of Work

ARV-24-008-01
[Barona Band of
Mission Indians Reservation]
Southern California Tribal
Chairmen's Association

- 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 calendar 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.

No match share is required under this Agreement; however, the Recipient may identify any matching funds used to leverage this Agreement.

If match funding is obtained, 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 match fund 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, including but not limited to, a *letter of new match fund commitment* to the CAM if during the course of the Agreement additional match funds are received.
- Provide the CAM *written notification* 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)
- Written notification 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 final 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 final 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)

Task 1.9 Obtain and Execute Subawards and Agreements with Site Hosts

The goal of this task is to ensure quality products and to execute subrecipient and site host agreements, as applicable, required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement and contracting policies and procedures.

The Recipient shall:

- Execute and manage subawards and coordinate subrecipient activities.
- Execute and manage site host agreements and ensure the right to use the project site throughout the term of the Agreement, as applicable. A site host agreement is not required if the Recipient is the site host.
- Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood the project site cannot be acquired or can no longer be used for the project.
- Submit a *letter* to the CAM describing the subawards and any site host agreement needed or stating that no subawards or site host agreements are required.
- If requested by the CAM, submit a *draft of each subaward and each site host agreement* 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 and each site host agreement*.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

- Letter describing the subawards and any site host agreements needed, or stating that no subawards or site host agreements are required
- Draft subaward (if requested)
- Final subaward (if requested)
- Draft site host agreement (if requested)
- Final site host agreement (if requested)

TECHNICAL TASKS

TASK 2 Procure, Install, and Commission EV Charging Infrastructure

The goal of this task is to plan, design, procure, install, and commission 84 Level 2 EV charging ports and 2 DCFC ports [across the Barona Resort & Casino, Government Administration Building, Community Center, and Gas Station] **at Tribal facilities**, along with performing related utility electric distribution upgrades, and to provide for ongoing O&M of the EV charging systems.

The Recipient shall:

- Perform community outreach to inform [Barona] **Tribal members, staff, and other** community members [and staff] about the planned EV infrastructure installations, seek Tribal and community input, and provide ongoing project updates and information to encourage **Tribal and** community utilization.
- Develop and finalize *EV Infrastructure (EVI) Engineering Design Plans* for community EV charging systems at [Barona] Tribal facilities.
- Take and provide at least *six high-quality digital photographs of pre-construction* to the CAM.
- Develop an *Equipment Checklist* that includes a list of required purchase orders of major equipment. CAM written approval to proceed with procurement is required.
- Procure, install, and inspect EV charging and balance of systems equipment.
- Coordinate with the electric utility to develop and finalize engineering design plans for upgrades to utility electric distribution systems required to serve the new EV charging infrastructure.
- Finalize arrangements for the electric utility to procure, install, and commission the required upgrades to electric distribution systems.
- Develop and provide to CAM an *O&M Plan* and finalize arrangements to perform long-term O&M (at least 6 years) for the EV charging systems.
- Commission, test, and begin operating EV charging systems. Prepare a *Documentation of Operability* documenting that the installed chargers are operational.
- Take and provide at least *six high-quality digital photographs of installed chargers* to the CAM.

- Submit an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in 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 Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure all **applicable** electric vehicle supply equipment (EVSE) installed for commercial use has a type approval certificate issued through the California Type Evaluation Program (CTEP) administered by the California Department of Food and Agriculture (**CDFA**) Division of Measurement Standards (**DMS**) or Certificate of Conformance issued by the National Type Evaluation Program (NTEP) administered through the National Conference on Weights and Measures. California accepts NTEP certificates so long as the device also meets CCR Title 4, Section 4002.11.
- **Unless otherwise updated by the CDFA DMS, [E]ensure** installation, repair, or maintenance on **applicable** commercial EVSE is performed by a Registered Service Agency (RSA) and after the device is placed in service, the RSA must report this information to the county within 24 hours. To place a device into service, the RSA must perform accuracy testing. Device owners are responsible for registering their device with the county.

Products:

- EVI Engineering Design Plans
- Six High-Quality Digital Photographs of Pre-Construction
- Equipment Checklist
- O&M Plan
- Documentation of Operability
- Six High-Quality Digital Photographs of Installed Chargers
- AB 841 Certification
- EVITP Certification Numbers

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

TASK 3 Prepare Tribal EV Infrastructure and Transition Guidance and Plans

The goal of this task is to prepare EV charging infrastructure development and fleet transition plans and guidance for multiple Tribal communities in support of their efforts to plan for the transition to EV transportation.

The Recipient shall:

- Conduct outreach to Member Tribes of the Southern California Tribal Chairmen's Association (SCTCA) through SCTCA's Tribal Energy & Climate Collaborative (TECC). Secure commitments for EV experts to conduct EV charging infrastructure planning and EV fleet transition planning for each SCTCA/TECC Tribe's community. Prepare a *TECC Tribes EV Planning Engagement Outcomes Memo* summarizing the strategies and outcomes used to communicate and engage TECC Tribes in this EV planning opportunity.
- Prepare a *TECC Tribe EV Infrastructure Plan* and/or *TECC Tribe EV Fleet Transition Plan* for each SCTCA Tribe, at each Tribe's request. Plan will include sections addressing:
 - Current baseline EV infrastructure and fleet conditions and needs assessment.
 - Tribe's strategy for replacing its combustion engine fleet vehicles with EVs, including defining target sites and permitting and utility upgrade processes.
 - Implementation action plan.
 - Additional planning scope defined in consultation with the Tribe.
- ~~[Prepare a Barona Community EV Infrastructure and Fleet Transition Plan covering all lands and facilities held by the Barona Band. The plan will include sections addressing:~~
 - ~~○ Current baseline EV infrastructure and fleet conditions and needs assessment.~~
 - ~~○ Tribe's strategy for replacing its combustion engine fleet vehicles with EVs, including defining target sites; permitting and utility upgrade processes; operation and maintenance requirements; and EV driver training requirements.~~
 - ~~○ Implementation action plan with timelines for EV acquisition and infrastructure deployment.~~
 - ~~○ Fleet transition cost assessment and economic feasibility analysis.~~
 - ~~○ EVI business model options analysis and recommendations.~~
 - ~~○ Potential funding sources.~~
 - ~~○ Long term EV fleet resilience and sustainability plan.]~~

- Develop and submit *EV Charging Infrastructure and EV Fleet Transition Planning Outcomes Memo*, summarizing transition planning assistance provided and any relevant Tribal plans, actions, and decisions resulting from the assistance.
- Develop and deliver *Blueprint for EV Infrastructure Planning* that will assist other Tribes in pre-deployment planning activities for EV infrastructure. Content of the Blueprint will include, but is not limited to:
 - Assessing current baseline Tribal infrastructure and existing transportation and electric capacity needs.
 - Identifying applicable permitting and utility electric service upgrade processes.
 - Assessing economic and technical feasibility of charging technologies and sites.
 - Developing a business model for optimal charging technology and project locations selected by the Tribe, including rationale for selecting optimal technologies and sites. The business model will:
 - Identify stakeholders.
 - Identify actions and milestones for EVI implementation.
 - Perform cost analysis and include risk mitigation strategies.
 - Include O&M and resiliency plan.
 - Identifying lessons learned and next steps.

Products:

- TECC Tribes EV Planning Engagement Outcomes Memo
- ~~[Barona Community EV Infrastructure and Fleet Transition Plan]~~
- TECC Tribe EV Infrastructure Plans
- TECC Tribe EV Fleet Transition Plans
- EV Fleet Transition Planning Outcomes Memo
- Blueprint for EV Infrastructure Planning

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

TASK 4 Develop and Deliver EV Workforce Training Programs

The goal of this task is to develop and deliver EV workforce training programs that provide classroom and hands-on training in EVI system design, installation, and O&M to EV workforce candidates, building marketable job skills.

The Recipient shall:

- Engage SCTCA TECC Tribes to assess each Tribe's specific needs for EVI workforce training.
- Develop an approximately 120-hour training program that includes classroom and hands on training related to EVI system design, installation, and O&M. Develop and submit to CAM a *training program plan* that includes the program scope, learning objectives, training location, curriculum delivery, course schedule, outreach and engagement activities, metrics or key performance indicators.
- Develop a post-training survey or course evaluation from. Use post-training feedback to modify and improve the training program.
- Communicate EVI Training Program opportunities to SCTCA TECC Tribes and recruit up to 50 trainees.
- Provide classroom training for up to 50 trainees in EV charging system design, installation, and O&M. Hands-on training in these areas will be provided through the installation and initial O&M of 84 Level 2 charging ports and 2 DCFC ports across four sites under Task 2.
- Maintain a *training program database* to track program metrics and provide updates in the quarterly progress reports. Training program metrics may include but are not limited to:
 - Program participation and completion rates, date of course offerings, number of training hours delivered, supportive services.
 - Student attendance, performance results (tests and exams), and outcomes (employment, or continuing education opportunities).
- Include in the Final Report any modifications or improvements to training program plan and a summary of training program metrics, and a summary of training program feedback.

Products:

- EVI Training Program Plan
- EVI Training Program Database (metrics updates to be provided in Quarterly Progress Reports described in Task 1.5)

TASK 5 OPERATIONS AND RELIABILITY

Recipients shall comply with the reliability performance standards, recordkeeping, reporting, and maintenance requirements (Requirements) 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 are conflict or are redundant.

Task 5.1 Operations

The Recipient Shall:

- Operate the installed charging ports during the term of this agreement.
- Ensure that the charging port uptime for each charging port installed in the project is at least 97 percent of each year for six years after the beginning of operation.

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 six years after the beginning of operation 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 Recordkeeping

The goal of this task is to collect, maintain, and transmit records of charging port operation and reliability to the CEC.

For networked chargers, the Recipient shall collect and retain the maintenance records specified in this section. The Recipient shall retain the services of a charging network provider that meets the criteria in 1. through 4. to record, retain, and transmit the Remote Monitoring data for networked chargers specified in this section.

1. The charging network provider must have an API of the CEC's choosing to permit the charging network provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
2. The charging network provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.

3. **For networked chargers**, the charging network provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.
4. **For networked chargers**, the charging network provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:
 - a. HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
 - b. HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatResponse.
 - c. StatusNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status changes.
 - d. BootNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger is powered on.
 - e. BootNotificationResponse shall be transmitted by the Central Management System to the charger in response to any received BootNotificationRequest.

The Recipient Shall:

- **For networked chargers**, ensure the charging network provider collects and retains the Remote Monitoring data below from each charging port installed and operated as part of this Agreement.
- **For networked chargers**, ensure the charging network provider automatically transmits the Remote Monitoring data below to the CEC, via API, within 60 minutes of the Remote Monitoring data's generation.
- **For networked chargers**, ensure the charging network provider retains the Remote Monitoring data below for 2 years from the date of each record's generation. Provide *Remote Monitoring records* to the CEC within 10 business days of request.
 1. Provide digital records in a comma separated values (CSV) 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.
- **For all chargers**, collect and retain the maintenance records specified below for each charging port installed and operated as part of this agreement for 6 years from the date the charging port begins operation. Provide *Maintenance Records* to the CEC within 10 business days of request.

Remote Monitoring Data for Networked Chargers

1. All instances of the following Protocol Data Units, specified in OCPP 2.0.1, that are transmitted between the charger and the central system.
 - a. HeartbeatResponse
 - b. StatusNotificationRequest
 - c. BootNotificationRequest
2. The total number of charge attempts for the reporting period.
3. The total number of successful charging sessions for the reporting period.
4. The total number of failed charging sessions for the reporting period.
5. The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period.

Maintenance Records

1. **For all chargers**, reports of inoperative charging ports or charging port failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
2. **For all chargers**, records of any maintenance conducted on charging ports 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 charging port was in an inoperative state prior to maintenance.
 - d. Whether the charging port was in an operative state following maintenance

Products:

- Remote Monitoring Records
- Maintenance Records
- Data Dictionary

Task 5.3 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 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 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.

- *Report on preventive and corrective maintenance in each Quarterly Report on Charger and Charging Port Reliability and Maintenance* described in Task 5.4.

Products:

- Maintenance section of Quarterly Report on Charger and Charging Port Reliability and Maintenance described in Task 5.4

Task 5.4 Reporting

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

The Recipient shall:

- Prepare and submit to the CEC *Quarterly Reports on Charger and Charging Port Reliability and Maintenance*. Each report shall include: A summary of charging port 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 shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:
 1. **For networked charging ports**, the time after the charger has transmitted a StatusNotificationRequest indicating that the charging port associated with that charger is in a “faulted” or “unavailable” state until a subsequent StatusNotificationRequest is transmitted by that charger indicating that the charging port has transitioned to an “available,” “occupied,” or “reserved” state. The timestamps in each StatusNotificationRequest shall be used to quantify downtime.
 2. **For networked chargers**, the time between a BootNotificationResponse transmitted by the Central Management System and the last HeartbeatResponse transmitted by the Central Management System prior to the BootNotificationResponse. The timestamps in the relevant BootNotificationResponse and HeartbeatResponse shall be used to quantify downtime.
 3. **For all charging ports**, the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes, but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.

- Prepare 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 and include in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. ‘Excluded Downtime’ includes:
 1. **Before Initial Installation:** Downtime before the charging port was initially installed.
 2. **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
 3. **Vehicle Fault:** Any failure to charge or failure to meet the EV charging customer’s expectation for power delivery due to the fault of the vehicle.
 4. **Outage for Preventative Maintenance or Upgrade:** Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
 5. **Vandalism or Theft:** Downtime caused by any physical damage to the charger or station committed by a third party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each Vandalism or Theft event. A police report or similar third-party documentation is required to claim this as excluded time.
 6. **Natural Disasters:** Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the chargers(s) to claim this as excluded downtime.
 7. **Communication Network Outages:** Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.
 8. **Operating Hours:** Hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.

- **For all charging ports**, prepare a summary and calculation of uptime and include in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:

$$U = \frac{T - D + E}{T} * 100\%$$

U = Charging Port Uptime

T =

1. Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.
2. Q2 reporting period = 131,040 minutes.
3. Q3 and Q4 reporting periods = 132,480 minutes.

D = Total charging port downtime for the reporting period, in minutes.

E = Total charging port excluded downtime in the reporting period, in minutes.

- **For networked charging ports**, prepare a summary of charge data and include in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. The data will include:
 - a. Total number of charge attempts in the reporting period
 - b. Total number of successful charge attempts in the reporting period
 - c. Total number of failed charges in the reporting period
 - d. The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period
 - e. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- **For all chargers**, prepare a summary of 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. Include details of all excluded downtime and a narrative description of events that caused the excluded downtime. Include the summary in each Quarterly Report on Charger and Charging Port Reliability and Maintenance.

Products:

- Quarterly Report on Charger and Charging Port Reliability and Maintenance, submitted in a manner specified by the CEC

TASK 6 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 electric 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 DC fast charging ports aggregated at the county level by charging network provider
 - Number of shared private DC fast charging 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 DC fast charging ports aggregated at the county level by charging network provider
 - Number of shared private DC fast charging 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.

Recipient Product:

- Electric Vehicle Charger Inventory Report

TASK 7 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 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.
 - 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.
- Collect and report to the CEC:
 - For an electric vehicle charging station, the availability of operational charging plugs, whether the station was energized, the volume of electricity in kilowatt-hours used to charge by vehicles, the number of vehicles charged by a station, and any other data deemed necessary by the CEC to monitor reliability and accessibility of the charging infrastructure. This data shall be measured no less frequently than on a daily basis and reported electronically to the CEC no less frequently than quarterly in *AB 126 Data Reports* submitted with the quarterly reports described in Task 1.5.

- For an electric vehicle charging station, the source and greenhouse gas emissions intensity, on an annual basis, of the electricity used and dispensed by the EV charging station(s) at the meter, consistent with the disclosure methodology set forth in Article 14 (commencing with Section 398.1) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code. Data must be reported to the CEC annually in a *AB 126 Data Report* specified by the CAM.
- Collect and provide the following data:
 - Number, type, date, and location of chargers installed. Specify the connection between the installations' locations and tribal land, including whether within or outside the boundaries of an Indian reservation, pueblo, or rancheria.
 - 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, 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)
- Maximum capacity of the new fueling system
- Normal operating hours, up time, 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
- Duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
- Identify any current and planned use of renewable energy at the facility.
- Identify the source of the alternative fuel.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of 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.
- Provide a *Data Collection and Information Analysis Report* that lists and analyzes all the data and information described above.

Products:

- AB 126 Data Reports
- Data Collection and Information Analysis Report

TASK 8 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

**Novation Agreement
for GRANT AGREEMENT NUMBER ARV-24-008**

Barona Group of the Capitan Grande Band of Mission Indians, (Transferor), Southern California Tribal Chairmen's Association (California Entity Number 648463 Transferee), and the California Energy Commission, hereinafter referred to as the Energy Commission, in consideration of the promises made herein, agree as follows:

1. On April 21, 2025, Transferor and the Energy Commission entered into grant agreement number ARV-24-008 (Grant Agreement) under which Transferor was to install at least two (2) electric vehicle (EV) direct current fast charger ports and at least 84 EV Level 2 charger ports for community use at key facilities; perform EV charging infrastructure development and fleet transition planning for the Recipient and as many as twenty four other tribes in Southern California; and to establish a workforce training program, resulting in marketable job skills related to EV charging infrastructure system design, installation, operations and maintenance.
2. The parties agree to substitute Transferee in place of Transferor with respect to all of the obligations described in the Grant Agreement, as amended by the Energy Commission and Transferee. The total amount of the Grant Agreement is \$3,000,000.
3. Transferee agrees to be bound to the terms and conditions of the Grant Agreement.
4. The Energy Commission hereby discharges Transferor from its obligation to the Energy Commission under the Grant Agreement and that all of Transferor's rights and obligations thereunder are extinguished.
5. This Novation Agreement may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed upon the signing of the counterparts by the parties hereto.
6. Any effort to enforce this Novation Agreement in court shall be venued in Sacramento County.
7. This Novation Agreement can only be modified in writing by the parties.
8. This Novation Agreement shall be interpreted in accordance with and governed in all respects by California law.
9. If any term, condition, or provision in this Novation Agreement is found to be invalid, unlawful or unenforceable to any extent, the invalid term, condition, or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
10. All payments and reimbursements previously made by the Energy Commission to the Transferor, and all other previous actions taken by the Energy Commission under the Grant Agreement shall be considered to have discharged those parts of the Energy Commission's obligations under the Grant Agreement. All payments and reimbursements made by the Energy Commission after the date this Novation Agreement is executed by all parties (Effective Date) in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Energy

**Novation Agreement
for GRANT AGREEMENT NUMBER ARV-24-008**

Commission's obligations under the Grant Agreement to the extent of the amounts paid or reimbursed.

11. The Transferor and the Transferee agree that the Energy Commission is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Novation Agreement, other than those that the Energy Commission in the absence of this transfer or Novation Agreement would have been obligated to pay or reimburse under the terms of the Grant Agreement, as amended by the Energy Commission and Transferee.

Barona Group of the Capitan Grande Band of Mission Indians (California Entity Number 4572136, Transferor),

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Southern California Tribal Chairmen's Association (California Entity Number 648463, Transferee)

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

California Energy Commission

Name: Tatyana Yakshina

Title: Contracts, Grants & Loans Manager

Address: 715 P Street, MS-18, Sacramento, CA 95814

Signature: _____

Date: _____