

**PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

External Affairs Division  
Business and Community Outreach Office

RESOLUTION NO. M-4871  
March 7, 2024

**RESOLUTION**

**RESOLUTION M-4871: Approves \$1,375,000 from the Equity and Access Grant Program for the Equity, Engagement, and Education Grant Account grant applications submitted in the September to October 2023 application round.**

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**I. SUMMARY**

On July 13, 2023, Resolution M-4868 established the Equity & Access (E&A) Grant Program. The program uses public funds appropriated in the Budget Act of 2022 (Assembly Bill (AB) 179 (Stats. 2022, Ch. 249)) (AB 179) to supply capacity grants to federally or non-federally recognized California Native American Tribes (Tribes) and Community-Based Organizations (CBOs). The funding was appropriated to allow Tribes and CBOs to conduct outreach and obtain technical assistance for participation in California Public Utilities Commission (CPUC) decision making processes and supporting activities, and to support ongoing equity initiatives and provide clean energy access opportunities to tribes and other underrepresented communities. This Resolution approves grant funding in the amount of \$1,375,000 from the E&A Grant Program's Equity, Engagement, and Education (EEE) Grant Account for 8 projects to be conducted by the following organizations:

- Barona Band of Mission Indians
- Southern California Tribal Chairmen's Association
- Central California Asthma Collaborative
- Leadership Counsel for Justice and Accountability
- San Pasqual Band of Indians
- Self-Help Enterprises
- El Sol Neighborhood Educational Center
- Chico State Enterprises: North State Planning and Development Collective

An additional \$294,257 in grant funding was ministerially reviewed and approved by CPUC staff for Climate Action Campaign (\$148,257) and California Forward (\$146,000), as those applicants requested less than \$150,000 in funding. Out of the \$1,669,276 total approved by staff for awards from the EEE Grant Account, \$277,257 will be from Tribal Reserved Funds and \$1,391,595 from General Non-Reserved Funds. Collectively, these projects will build CBO, Tribal, and community capacity to understand and engage with CPUC decision-making processes in 21 counties across the state: San Diego, Riverside, San Bernadino, Imperial, Fresno, Tulare, Madera, Kern, Stanislaus, Merced, , Orange, Butte, Colusa, Glenn, Lake, Lassen, Modoc, Plumas, Shasta, Siskiyou, and Tehama.

## II. BACKGROUND

In 2022, the Legislature appropriated \$30 million in AB 179 for capacity grants to Tribes and CBOs for participation in CPUC decision making processes and supporting activities. On January 10, 2024, Governor Newsom presented a proposed revised State of California budget that reduced the allocated amount for the CPUC's grant program from \$30 million to \$10 million.<sup>1</sup>

On July 13, 2023, Resolution M-4868 established a mechanism pursuant to AB 179 by authorizing the establishment of the E&A Grant Program and delegating authority to the Commission to administer the program. Through the E&A Grant Program, \$30,000,000 of state appropriated funds will provide capacity to CBOs and Tribes to participate within CPUC processes and make clean energy programs more accessible to underserved and underrepresented communities, including communities that are geographically and racially diverse and socio-economically disadvantaged. The E&A Grant program contains 3 accounts: the Public Participation Grant; Equity, Engagement, and Education Grant; and the Clean Energy Access Grant.

Resolution M-4868 found that the Equity, Engagement, and Education (EEE) Grant Account meets AB 179's requirement to support entities that perform outreach regarding CPUC-related matters. The account total is \$9,750,000 and the CPUC will award individual grants up to \$200,000 for the purposes of building CBO, Tribal, and community capacity to understand and engage with CPUC decision-making processes. The EEE Grant Account will increase participation in CPUC decision-making processes and build the long-term capacity of Tribes and CBOs to make participation in the Intervenor Compensation program and other long-term funding sources more accessible. This will enable under-resourced CBOs and Tribes to have more influence over clean energy programs and make these programs more accessible to their served communities. Successful applicants for the EEE Grant Account had a demonstrated background in advocating for their Tribe or community. Eligible activities for the EEE Grant Account include training and education, networking and collaboration, and resource development activities.

The first application cycle for the EEE Grant Account opened from September 1, 2023, to October 31, 2023. The second application cycle will open May 1, 2024, and close June 30, 2024. Any funds that are not awarded to first cycle applicants will be distributed in the second cycle. It is a competitive process whereby the most qualified applicants receive awards. Any project applicant who requests \$150,000 or more requires review by the Commission according to Resolution M-4868.

## III. APPLICATIONS RECEIVED

In the September to October 2023 application cycle, 46 applications requested a total of \$8,887,292 and were received from organizations from 19 counties across California. Applications were then scored competitively by CPUC staff against the criteria outlined in Resolution M-4868. These guidelines can be found on the grant program's website, [www.cpuc.ca.gov/capacitygrants](http://www.cpuc.ca.gov/capacitygrants).<sup>2</sup> 8 applicants that requested more than \$150,000 were

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<sup>1</sup> See p. 44 of the Governor's proposed budget here: [Budget Summary \(ca.gov\)](https://www.ca.gov/budget).

<sup>2</sup> The Equity and Access Grant Program Guidelines can be found at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-outreach/documents/bco/ea-grant-documents/ea-grant-guidelines-112023.pdf>. The scoring criteria is available on pp. 18-20.

recommended for funding by staff, and therefore must be approved through Commission resolution.

#### IV. APPLICATION EVALUATION PROCESS

As defined in the grant guidelines, applications were scored against the following criteria:

##### *Project Narrative*

Vision Statement (5 Points): The vision statement communicates concise desired outcomes that will result from the resources gained and activities performed as described in the application.

CPUC Participation (20 Points): The applicant must demonstrate that funding obtained from an EEE grant will contribute to enhanced participation in CPUC matters by the applying organization and/or the community that they serve.

Ability to Represent Community (20 Points): The applicant must demonstrate their experience as an advocate, representative, and steward of an underserved or underrepresented community.

Community Benefit (20 Points): The applicant must demonstrate how funded work or resources from an EEE grant will benefit the communities or populations that they serve.

##### *Supporting Documents*

Workplan Table (15 Points): The workplan must detail all activities that will take place within the scope of the applying organization's project. The Workplan must align with the information presented in the Vision Statement.

Budget Table (15 Points): The budget must detail all activity and resource expenses and should total the grant award request. Note that grantees will receive an upfront payment of 25% of their grant award. Subsequent budget requests will need to be made after the completion of project milestones.

Letters of Support (5 Points): At a minimum, at least two (2) letters of support from partner organizations or local community leaders that work in or are a part of the communities, or populations that the applying organization intends to serve with the EEE grant funds.

The applicant must fill out all sections of the Equity, Engagement, and Education (EEE) Grant Account Coversheet, including signing and dating the attestation in section 5, and submit proof of entity eligibility indicating that the organization belongs to one of the three (3) eligible organization categories, in the form of an Internal Revenue Service (IRS) letter confirming 26 U.S.C. Section 501(c)(3) (section 501(c)(3)) status<sup>3</sup> or a letter from a Tribal

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<sup>3</sup> Section 501(c)(3) tax exempt status is granted by the Internal Revenue Code to: (3) Corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition (but only if no part of its activities involve the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, no substantial part

administrator, council or chair. An organization can be tax-exempt under section 501(c)(3) of the Internal Revenue Code if it is organized and operated exclusively for exempt purposes set forth in section 501(c)(3), none of its earnings inure to any private shareholder or individual, it does not attempt to influence legislation as a substantial part of its activities, and it does not participate in any campaign activity for or against political candidates<sup>4</sup>. Applicants must adhere to formatting requirements.

Staff first reviewed applications for completeness. Applications deemed complete were moved to a committee of CPUC staff evaluators. Staff reviewed each application against the rubric explained above, then the grant management software utilized calculated cumulative scores to rank the applications. A final review by all evaluators was conducted where funding recommendations were made based on those applicants that scored at least 72 points out of 100.

## **V. PROJECT REVIEW AND RECOMMENDATIONS FOR FUNDING**

Based on the quality and completeness of the applications determined in the evaluation process described above, CPUC staff recommend the following 8 applications requesting over \$150,000 for funding approval by the Commission via this Resolution. All proposals below were evaluated against scoring criteria detailed above and in Resolution M-4868, which was formulated to ensure each proposal met the legislative intent of AB 179 that the EEE Grant Account fulfills, and successfully demonstrated that they would conduct outreach to and obtain technical assistance for participation in Public Utilities Commission decisionmaking processes and supporting activities for tribes and other underrepresented communities. Details of each EEE Account proposal recommended for approval by staff are discussed below. Complete scoring information for the grantees is available in Appendix B.

### **A. Barona Band of Mission Indians**

Barona Band of Mission Indians is a federally recognized Indian Tribe located in Southern California, that will lead the following 10 Tribes in the execution of this project: Barona Band of Mission Indians; Campo Band of Mission Indians; Ewiiapaayp Band of Kumeyaay Indians; Inaja Cosmit Band of Indians; Jamul Indian Village; La Posta Band of Diegueño Mission Indians; Manzanita Band of Kumeyaay Nation; Mesa Grande Band of Diegueño Mission Indians; Iipay Nation of Santa Ysabel; and Viejas Band of Kumeyaay Indians. Barona Band is governed by a Tribal Council that is elected by tribal members and has established a track record of commitment to sustainable energy development, strategic planning, and engaging with federal and State agencies on behalf of the Barona Tribal community. EEE funds will be used to hire an attorney and a regulatory consultant to support and represent Tribes in CPUC policy analysis and engagement in decision processes; develop a database to identify, track, and communicate information about CPUC processes, proceedings, and programs of interest to Tribes; establish and administer a stipend or reimbursement program for each Tribe to oversee, conduct, and participate in EEE grant

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of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided in subsection (h)), and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

<sup>4</sup> See the Internal Revenue Service's full definition and Exemption Requirements for 501(c)(3) Organizations here: <https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-501c3-organizations>.

activities; identify, plan for participation, participate in, and evaluate outcomes of participation in one or more priority proceedings; develop curriculum and conduct 4-hour total, multipart training for Tribes on participating in CPUC proceedings; and develop and distribute summary materials on the identified priority proceeding(s) to community members. Proceedings listed by the applicant include solar-related proceedings (such as VNEM Proceeding Rulemaking (R.) 20-08-020), and utility rate cases, such as Application (A.) 23-05-013, San Diego Gas & Electric's (SDG&E) 2024 revenue requirement forecast, or A.23-05-010, Edison's revenue requirement request for 2025. The requested EEE grant will allow 10 Southern California Tribal communities to participate in CPUC proceedings more systematically, ensuring more timely review, consideration, and intervention to reflect Tribes' perspectives and concerns on many issues.

Therefore, staff recommends awarding EEE funding in the amount of \$200,000 for this project.

### **B. Southern California Tribal Chairmen's Association**

The Southern California Tribal Chairmen's Association (SCTA) is a 501(c)(3) non-profit organization located in San Diego County, that will lead the following 7 Tribes in the execution of this project: Agua Caliente Band of Cahuilla Indians; Chemehuevi Indian Tribe; Morongo Band of Mission Indians; San Manuel Band of Mission Indians; Soboba Band of Luiseño Indians; Sycuan Band of the Kumeyaay Nation; and Torres Martinez Desert Cahuilla Indians. Since 1971, Southern California Tribes have cooperated through SCTA on various programs supporting member development, such as Temporary Assistance for Needy Families (TANF) programs, Low-Income Home Energy Assistance Program (LIHEAP), and the Tribal Digital Village broadband network bringing Internet connectivity to underserved Tribes. EEE funds will be used to hire an attorney and a regulatory consultant to support and represent Tribes in CPUC policy analysis and engagement in decision processes; develop a database to identify, track, and communicate information about CPUC processes, proceedings, and programs of interest to Tribes; establish and administer a stipend or reimbursement program for each Tribe to oversee, conduct, and participate in EEE grant activities; identify, plan for participation, participate in, and evaluate outcomes of participation in one or more priority proceedings; develop curriculum and conduct 4-hour total, multipart training for Tribes on participating in CPUC proceedings; and develop and distribute summary materials on the identified priority proceeding(s) to community members. The requested EEE grant will allow the 7 Southern California Tribal communities to participate in CPUC proceedings more systematically, ensuring more timely review, consideration, and intervention to reflect Tribes' perspectives and concerns on many issues. Proceedings listed by the applicant include solar-related proceedings (such as VNEM Proceeding Rulemaking (R.) 20-08-020), utility rate cases, such as A.23-05-013, SDG&E's 2024 revenue requirement forecast, and A.23-05-010, Edison's revenue requirement request for 2025, and the implementation of AB 2143, which requires the provision of prevailing wages on customer-sited renewable electrical generation facilities, and any associated battery storage, that enroll in tariffs designed for these projects.

Staff has recommended granting \$200,000 in funding for the project.

### **C. Central California Asthma Collaborative (CCAC)**

CCAC is a 501(c)(3) organization that aims to improve the health and quality of life of San Joaquin Valley residents affected by asthma and other respiratory conditions. CCAC has

extensively served San Joaquin Valley communities since 2009; they serve on the California Environmental Protection Agency and California Air Resources Board's (CARB) permanent Environmental Justice Advisory Committee (EJAC), the CARB AB 617 Statewide Consultative Group, and 3 AB 617 Community Steering Committees in San Joaquin Valley. In 4 Central California communities—Terra Bella, Delano, Madera, and Modesto—they will 1) develop and host a capacity-building Energy Leadership series for environmental justice community organizations and 2) subcontract with existing partners to seek community residents' specific input on 2 priority proceedings: the San Joaquin Valley Affordable Energy Proceeding (R.15-03-010), specifically the Phase 3 evaluation of pilot projects exploring cleaner, more affordable energy options in 11 San Joaquin Valley communities, and the High Distributed Energy Resources Proceeding (R.21-06-017), which seeks to determine how to optimize the integration of millions of DERs within the distribution grid while ensuring affordable rates. With these community engagement efforts, they hope to 1) build awareness about the role of the CPUC in energy and climate and policy decisions, and 2) build CCAC staff and partner community-based organizations' capacity to provide meaningful feedback to CPUC on the two priority proceedings.

Therefore, staff recommends awarding EEE funding in the amount of \$200,000 for this project.

#### **D. Leadership Counsel for Justice and Accountability**

Leadership Counsel for Justice and Accountability is a 501(c)(3) organization that works alongside impacted communities to advocate for sound policy and eradicate injustice to secure equal access to opportunity regardless of wealth, race, income, and place. Leadership Counsel will engage with disadvantaged communities in the San Joaquin Valley (unincorporated communities in Merced, Madera, Fresno, Tulare, and Kern Counties as well as neighborhoods in the cities of Merced, Fresno, and Bakersfield) and the Eastern Coachella Valley (unincorporated communities in Riverside County). In addition to joining other proceedings related to accessible and affordable clean energy and water, the grant award will help sustain and enrich Leadership Counsel's current advocacy and engagement in the following proceedings with technical expertise: Biomethane Procurement Proceeding (R.13-02-008), opened to adopt standards for injection of biomethane into gas utilities' pipelines and pipeline open access rules; Biomethane Procurement Cost Allocation Proceeding (R.22-12-011), opened to consider cost allocation between core and noncore customer classes for biomethane procurement; and the San Joaquin Valley Energy Proceeding (R.15-03-010) Phase 3, the evaluation of pilot projects exploring cleaner, more affordable energy options in 11 San Joaquin Valley communities. With the grant funds, Leadership Counsel will hire experts, scientists, and researchers with relevant subject matter expertise to help the nonprofit develop the materials necessary to communicate complex information to communities they work alongside, refine policy priorities at community meetings, and better inform CPUC proceedings. Adding technical and scientific expertise to Leadership Counsel's policy and legal expertise will allow the organization to better communicate the nuances of policy proposals to communities with whom they work and improve its ability to inform the CPUC regarding both active proceedings and proceedings that it should undertake.

Therefore, staff recommends awarding EEE funding in the amount of \$200,000 for this project.

### **E. San Pasqual Band of Indians**

San Pasqual Band of Mission Indians (SPBMI) is a federally recognized Indian Tribe located in San Diego County. San Pasqual Band of Mission Indians (SPBMI) will use EEE funding to create an inter-Tribal partnership that will offer policy engagement, outreach, and education services to 8 Tribes in Southern California that all face significant barriers to energy sustainability, resilience, and affordability: Cahuilla Band of Mission Indians; La Jolla Band of Luiseño Indians; Los Coyotes Band of Cahuilla and Cupeno Indians; Pala Band of Mission Indians (Pala Band); Pauma Band of Luiseño Indians; Rincon Band of Luiseño Indians; San Pasqual Band of Diegueño Mission Indians; and Santa Rosa Band of Cahuilla Indians. They have experience collaborating with neighboring Tribes and participated in inter-Tribal initiatives and grant programs, such as the San Pasqual and Rincon Joint Adaptation Planning Project (funded by a grant from the U.S. BIA Tribal Resilience program), and the Tribal Pollution Prevention Action program (funded by a U.S. EPA grant). EEE funds will be used to hire an attorney and a regulatory consultant to support and represent Tribes in CPUC policy analysis and engagement in decision processes; develop a database to identify, track, and communicate information about CPUC processes, proceedings, and programs of interest to Tribes; establish and administer a stipend or reimbursement program for each Tribe to oversee, conduct, and participate in EEE grant activities; identify, plan for participation, participate in, and evaluate outcomes of participation in one or more priority proceedings; develop curriculum and conduct 4-hour total, multipart training for Tribes on participating in CPUC proceedings; and develop and distribute summary materials on the identified priority proceeding(s) to community members. Proceedings listed by the applicant include solar-related proceedings (such as VNEM Proceeding Rulemaking (R.) 20-08-020); utility rate cases, such as A.23-05-013, SDG&E's 2024 revenue requirement forecast, and A.23-05-010, Edison's revenue requirement request for 2025; and the implementation of AB 2143, which requires the provision of prevailing wages on customer-sited renewable electrical generation facilities, and any associated battery storage, that enroll in tariffs designed for these projects.

Staff recommends granting \$200,000 in funding for the project.

### **F. Self-Help Enterprises (SHE)**

Self-Help Enterprises (SHE) is a 501(c)(3) non-profit organization based in Tulare County that serves 9 counties in California's San Joaquin Valley. In the past, SHE led outreach and enrollment efforts for Phase 2 of the San Joaquin Valley Energy Proceeding (R.15-03-010), during which pilot projects explored cleaner, more affordable energy options in 11 San Joaquin Valley communities, and has worked with those communities in other various capacities for over 50 years. With EEE grant funds, SHE will 1) build/reinforce SHE's Sustainable Energy Solutions Team's capacity to formally provide education and technical support to disadvantaged and unincorporated communities, local stakeholders, and leaders regarding CPUC proceedings and rulemaking by training staff on existing and adapted CPUC resources and specific and current CPUC proceedings; 2) design and implement the Equity, Education, and Engagement Leadership Institute (EEELI), a series of 4-hour long workshop sessions training a total of 10 residents to become leaders in CPUC engagement and build relationships and knowledge of government officials, agencies, and CBOs; and 3) conduct community outreach and engagement implementation of a more equitable and energy-efficient model that supports community-centric priorities through their Community Energy Navigator program, authorized under the San Joaquin Valley Affordable Energy Proceeding (R.15-03-010).

Staff recommends granting \$125,000 in funding for the project.

#### **G. El Sol Neighborhood Educational Center**

El Sol Neighborhood Educational Center is a 501(c)(3) organization that engages and deploys highly trained lay workers as community health workers (CHWs) and promotores de salud to create healthy community environments. El Sol's primary target population for its San Bernardino VoiceRise: Building Community Resilience and Regulatory Engagement project will be Hispanic/Latino and African American/Black communities in San Bernadino County. El Sol has been a pillar of advocacy and service for these communities since its inception in 1991, with a Community Steering Committee comprised of community members overseeing all projects and an existing team of CHWs trained in cultural competency to engage residents through grassroots outreach and public education with materials translated into multiple languages. Funding will be used to create liaisons between the community and regulatory bodies by training CHWs, community members, and organization staff on CPUC processes, support the creation of educational materials and toolkits, and for organizing community forums and information sessions. Specific decision-making processes of interest include public comment periods and hearings related to utility rate changes, workgroups focused on environmental and social justice, and increasing access to the CPUC's clean energy programs. These efforts will enhance their ability to engage effectively, demystify CPUC proceedings and decision-making processes, and increase public awareness and participation in CPUC matters.

Staff recommends awarding EEE funding in the amount of \$125,000 for this project.

#### **H. Chico State Enterprises: North State Planning and Development Collective**

Chico State Enterprises: North State Planning and Development Collective is a 501(c)(3) non-profit organization based in Butte County. The Collective has worked on a variety of projects to elevate the voices of tribes in Northern California, including acting as a co-convenor for the North State region of California Jobs First, with a key focus on tribal development, and leading the Local Capacity Building for Planning Fire Resiliency Project, which will develop and pilot new curriculum to train students to plan and complete environmental compliance for fuel reduction projects. The requested EEE funds will allow the Collective to engage in relationship building and educational activities to advance broadband equity and engagement among rural, disconnected tribal communities in Northern California. The Collective's proposed work will support the tribes located within the 10-county service region of the Northeastern and Upstate California Connect Consortia (the Consortia): Butte, Colusa, Glenn, Lake, Lassen, Modoc, Plumas, Shasta, Siskiyou, and Tehama. The rural tribes in the North State are disconnected from the State's decision-making process and, even if they are invited to the table, many do not have the capacity to engage in an impactful way. Additionally, tribal lands in the North State are under-resourced, lacking the necessary broadband infrastructure to support the needs of education, business, health care, and social services in their communities. Equity in broadband deployment and adoption is critical to the success of these rural tribes. The Collective's proposed activities will focus on CPUC programs related to broadband. This includes the programs housed in the California Advanced Services Fund (CASF) accounts, the Tribal Technical Assistance Grant Program, and the Broadband Equity, Access, and Deployment (BEAD) Program. The Collective's proposed activities under this grant will provide resources, workshops and

trainings on CPUC broadband programs, and targeted technical assistance to tribes applying to CPUC programs, fulfilling AB 179's directive to "support ongoing equity initiatives and provide clean energy access opportunities to tribes."

Staff has recommended granting \$125,000 in funding for the project.

## **VI. GRANTEE ACCOUNTABILITY**

The CPUC will require each of the foregoing grantees to comply with several requirements to ensure the funding is used as promised and the goals of AB 179 are met. The CPUC's desire is to expand participation in its proceedings and bring new perspectives and actors into the work we do. CBOs and Tribes have had limited involvement in our formal proceedings work due to lack of funding, but their perspectives are essential to our work. The CPUC hopes to be able to show when the funding is spent that CBOs, Tribes, and the public at large benefitted from the funding.

To that end, grantees will be bound by requirements set forth in the Grant Agreement, which includes the Cover Sheet, Grant Manual, Terms and Conditions, and the Approved Workplan and Budget. Together, these documents require expenditure tracking, regular reporting, and records maintenance. Several documents govern the grantees' activities to varying degrees, and the Commission by issuing this Resolution intends to require grantees to follow them as applicable. These documents are as follows:

1. E&A Grant Agreement Cover Sheet
2. Grant Manual (E&A Grant Agreement Exhibit A)
3. Terms and Conditions (E&A Grant Agreement Exhibit B)
4. Approved Work Plan and Budget (E&A Grant Agreement Exhibit C)
5. Notarized Affidavit (E&A Grant Agreement Exhibit D)
6. Award Letter
7. CPUC 805 Grant Payment Request Form
8. Expenditure Itemization Summary (Grant Expenditure Form)

We discuss the most pertinent of these provisions below.

### *Cover Sheet (Appendix C)*

- a. The Agreement is of no force or effect until signed by both parties. Grantees shall not commence performance until they receive written approval from the California Public Utilities Commission. The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to the Grant Agreement.

### *Grant Manual (Appendix D)*

The Manual provides guidance to grantees and requires accountability in the following areas, among others:

1. **Progress Report Requirements:** grantees are required to submit progress reports every six months answering specific questions about completed project accomplishments, participation in proceedings and comments filed, issues and risks faced, upcoming project milestones, and project impact during the project reporting period. Grantees must certify their reports under penalty of perjury.
2. **Eligible and Ineligible Costs:** all eligible activities are defined in the Grant Guidelines. Any costs not included in the Plan and not directly related to the project are ineligible for reimbursement. For example, rental costs of equipment, facilities, or venues are eligible expenses, but direct and indirect construction costs are ineligible expenses.
3. **Grant Payment Requests:** Grantees will receive their grant funds in multiple installments as they achieve project deliverables and milestones. With a Grant Payment Request (see Appendix F), grantees must submit detailed expenditure itemization summaries (see Appendix G) of all expenses they would like reimbursed, with supporting documentation such as receipts or invoices.
4. **Acknowledgements:** when materials or signage is distributed publicly and funded in whole or in part by the CPUC, grantees must include the CPUC logo and consult communications guidelines described in the awardee package.
5. **Final Report:** a summary of the remaining unreported activities and summary and evaluation of the entire project's activities.
6. **Audit Considerations:** grantees must maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later.

#### *Terms & Conditions (Appendix E)*

1. **Fiscal Management Systems and Accounting Standards:** fiscal control and accounting procedures allow the tracing of grant funds in enough detail to determine whether funds were properly used. Grantees are required to use Generally Acceptable Accounting Principles in documenting all grant expenditures.
2. **Forfeiture or Repayment of Funds:** if funds are improperly expended or if real or personal property acquired with grant funds is improperly used, the CPUC may require the grantee to forfeit unexpended grant funds and/or repay expended grant funds.
3. **Real and Personal Property Acquired with Grant Funds:** all real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CPUC approved their acquisition.
4. **Conflict of Interest:** If a grantee violates any provisions of Public Contracts Code (PCC) § 10410 or PCC § 10411, such action by the grantee shall render the Grant Agreement void.
5. **Grantee Accountability:** the grantee is ultimately responsible and accountable for grant funds utilization, grant fund accounting, grant administration, and grant

fund repayment, even if the grantee has contracted with another organization, public or private, to administer or operate part or its entire program.

6. Site Access: grantees shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time after twenty-four (24) prior notice of entry during the performance of the work and for thirty (30) days after completion of the work.
7. Acting without Delay: grantees shall proceed with projects funded, in whole or in part, by this Agreement, and complete the project in an expeditious manner.
8. Work Products: grantees must provide the CPUC with copies of all final products identified in the Plan.

#### *Approved Work Plan and Budget*

1. Staff evaluated each Work Plan and Budget for alignment with the EEE grant goals, measurability, and reasonableness. Grantees must abide by their Work Plan and carry out the work described in accordance with the Budget.

#### *Notarized Affidavit (Appendix H)*

1. This document prohibits the duplication of funding for any activities funded by the EEE grant program. Organizations may not receive or plan to receive funding from another source for their EEE activities.

Additionally, each grant recipient must start the project within six months after the grant approval and complete the project within the time frame in the approved Work Plan or earlier. The Commission may withhold or terminate grant payments if a grant recipient does not comply with any of the requirements set forth in its application and compliance with EEE rules. In the event a grant recipient fails to complete the project in accordance with the terms of approval granted by the Commission, the grant recipient will be required to reimburse some or all of the EEE funds it has received.

Upon adoption of this Resolution, each grant recipient will receive an award acceptance letter and awardee package requiring agreement to the terms set herein. A completed and executed grant agreement must be emailed to [capacitygrants@cpuc.ca.gov](mailto:capacitygrants@cpuc.ca.gov) within 30 calendar days of the date of receipt. Failure to submit the signed grant agreement within 30 calendar days of receipt will deem the grant null and void.

Material changes in the entries shown in the application, such as discontinuing operation or bankruptcy, or change of name (including DBA), change of address, telephone, fax number or E-mail address must be reported immediately to the E&A Grant team.

The CPUC is confident that these requirements will ensure the funding is spent to enhance CBO and Tribal participation in equity initiatives and provide clean energy access opportunities to tribes and other underrepresented communities.

## **VII. PROGRAM EVALUATION AND REPORTING**

The CPUC will collect feedback from program participants, applicants, partner agencies, Tribal governments, and other stakeholders to evaluate the program's effectiveness in achieving the intent of AB 179 and the goals of the CPUC. Metrics and reporting requirements laid out for applicants in the E&A Grant Program Guidelines will provide a

mechanism for the Commission to track applicant progress on a formal basis<sup>5</sup>. The CPUC will be attentive to feedback provided by applicants and grantees and to bring any programmatic issues that cannot be resolved at the staff level to the attention of the Commission.

The CPUC will also regularly tabulate and summarize metrics and project progress reported by grantees. The CPUC will tabulate and provide reported metrics from grantees every six months. Where grantees fail to report, the CPUC will follow-up with grantees and notify them of their requirements to report. In addition to providing grantee reported metrics, the CPUC will provide the percentage of grantees failing to report, as well as the remaining available funding in each grant account. Before or no later than September 2024, the CPUC will assess the remaining available funds and issue a proposed reallocation of funds among the grant accounts, or revise the eligibility criteria for one or more grant accounts, to ensure encumbrance or expenditure of the full program by the statutory deadline of June 30, 2025.

## COMMENTS ON DRAFT RESOLUTION

Public Utilities Code Section 311(g)(1) requires that resolutions be served to all parties and subject to at least 30 days public review. Any comments are due within 20 days of the date of its serving and publication on the Commission's website and in accordance with any instructions accompanying the notice. Interested stakeholders were notified of this draft Resolution on February 2, 2024. However, given that this Resolution is issued outside of a formal proceeding, interested stakeholders need not have party status in a Commission proceeding in order to submit comments. This Resolution shall be served on the following service lists: R.21-02-014, R.13-11-005, R.21-06-017, R.12-11-005, R.19-09-009, R.18-04-019, R.21-11-014, R.21-03-002, and R.20-09-001.

No comments were received.

## FINDINGS

1. On or before October 31, 2023, 46 applicants submitted applications to the EEE Grant Account. The total funding request is \$8,887,292. Many applicants requested more than \$150,000.
2. Staff scored projects based on the completeness and quality of each application. The scoring metrics used to evaluate completeness and quality were aligned with AB 179's stipulation that funds be used "for capacity grants to community-based organizations that conduct outreach and obtain technical assistance for participation in Public Utilities Commission decision making processes and supporting activities and that support ongoing equity initiatives and provide clean energy access opportunities to tribes." Appendix B contains the scoring of the grantees whose funding is approved in this Resolution.
3. Based on its review, staff recommends funding for the projects as listed in this resolution. Staff determined that the successful 10 applicants met eligibility requirements and are sufficiently qualified for funding. Based on staff's evaluation, all 10 applicants satisfy AB 179's legislative intent. See grant descriptions above and Appendix A.

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<sup>5</sup> See p. 20 of the Grant Guidelines: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/news-and-outreach/documents/bco/ea-grant-documents/ea-grant-guidelines-112023.pdf>.

4. If necessary, staff reduced the requested budget that applicants submitted to appropriate levels. These reductions were based on applicants' proposed projects or workplans. Projects that did not include resources for dedicated engagement in specific proceedings were capped at \$125,000 as the full \$200,000 was meant to compensate the costs of hiring legal and or regulatory expertise to engage in specific proceedings. Outreach efforts of more limited scope were awarded no more than \$100,000. Staff recommends funding as listed in Appendix A of this resolution.
5. If any grantee elects not to accept the award, any money not utilized will be made available to fund the next cycle of EEE applicants.
6. If a grantee elects to accept the award, they must return a completed grant agreement, and will be subsequently issued a Notice to Proceed. During the period of the grant term, they must submit reports on work progress at a minimum every six (6) months.
7. A notice letter was emailed on February 2, 2024, informing all parties on the Distribution List of the availability of the draft of this Resolution for public comments at the Commission's documents website at <http://www.cpuc.ca.gov/documents/>. This letter also informed parties that the final conformed Resolution adopted by the Commission will be posted and available at the same website.
8. The Commission received no public comments.

**THEREFORE, IT IS ORDERED that:**

1. The Commission awards the requested grant amounts requested for the projects listed.
  - \$200,000 to Barona Band of Mission Indians
  - \$200,000 to Southern California Tribal Chairmen's Association
  - \$200,000 to Central California Asthma Collaborative
  - \$200,000 to Leadership Counsel for Justice and Accountability
  - \$200,000 to San Pasqual Band of Indians
  - \$125,000 to Self-Help Enterprises
  - \$125,000 to El Sol Neighborhood Educational Center
  - \$125,000 to Chico State Enterprises: North State Planning and Development Collective

The total grant award approved by this Resolution is \$1,375,000. This is in addition to the 2 applications ministerially awarded \$294, 257, making the total funding for all EEE grants recommended by staff \$1,669,257. All awards are based on the descriptions of the projects as described in the grant applications and are predicated on commitments to perform activities as and when expressed in their final workplan and in compliance with all guidelines, requirements, and conditions associated with an E&A EEE award, as specified in Resolution M-4868, the Grant Agreement, and Grant Guidelines.

2. Grant recipients must complete all activities and achieve all performance outcomes identified in the final workplan submitted with their application.

3. Grant recipients must complete and execute the grant agreement (to be sent to grant recipients after this Resolution is adopted) agreeing to the conditions set forth in this Resolution. A completed and executed grant agreement shall be emailed to capacitygrants@cpuc.ca.gov or uploaded to the Apply grant portal within 30 calendar days of receipt. Failure of grant recipients to submit the grant agreement within 30 calendar days of receipt will deem the grant null and void.
4. By receiving an EEE grant, grant recipients agree to comply with the terms, conditions and requirements of the grant and thus submit to the jurisdiction of the Commission regarding disbursement and administration of the grant.
5. Grant recipients must maintain files, invoices, and other related documentation for 3 years after final payment. Grant recipients shall make these records available to the Commission upon request and agree that these records are subject to audit and review by the Commission at any time within 3 years after grant recipients incurred the expense being audited.
6. If a grant recipient fails to complete the project in accordance with the terms outlined in their awardee package, Resolution M-4868, and this Resolution, they must reimburse some or all of the EEE funds received.

This Resolution is effective today.

I certify that the foregoing Resolution was introduced, passed, and adopted at a conference of the Public Utilities Commission of the State of California held on March 7, 2024, the following Commissioners voting favorably thereon:

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Rachel Peterson  
Executive Director

## Appendix A: Project Evaluation and Recommended Funding

Organization Name	Requested Funding	Recommended Funding	Counties Served by EEE Project	Activities Planned*
<u>Barona Band of Mission Indians</u>	\$200,000	\$200,000	San Diego	Advocacy, Training, Outreach
<u>Southern California Tribal Chairmen's Association</u>	\$200,000	\$200,000	Riverside, SanBernadina, San Diego, Imperial	Advocacy, Training, Outreach
<u>Central California Asthma Collaborative</u>	\$200,000	\$200,000	Fresno, Tulare, Madera, Kern, Stanislaus	Advocacy, Training
<u>Leadership Counsel for Justice and Accountability</u>	\$200,000	\$200,000	Merced, Madera, Fresno, Tulare, Kern, , Riverside	Advocacy, Training
<u>San Pasqual Band of Indians</u>	\$200,000	\$200,000	San Diego	Advocacy, Training, Outreach
<u>Self-Help Enterprises</u>	\$199,500	\$125,000	Tulare, Fresno, Madera, Merced, Kern	Outreach
Climate Action Campaign	\$148,276	\$148,257	Orange	Advocacy, Training, Outreach
California Forward	\$146,000	\$146,000	No Specific County	Advocacy, Training, Outreach
<u>El Sol Neighborhood Educational Center</u>	\$200,000	\$125,000	San Bernardino	Training, Outreach
<u>Chico State Enterprises: North State Planning and Development Collective</u>	\$200,000	\$125,000	Butte, Colusa, Glenn, Lake, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama	Training, Outreach

**\*Activity Types:**

Outreach—educating their communities on CPUC policies, proceedings, and programs.

Training—building internal staff capacity to serve their community.

Advocacy—advocating for their community before the CPUC with new legal or regulatory expertise.

### Appendix B: Scoring Rubric

<b>Organization</b>	<b>Vision Statement</b>	<b>CPUC Participation</b>	<b>Ability to Represent Community</b>	<b>Community Benefit</b>	<b>Workplan Table</b>	<b>Budget Table</b>	<b>Letter Of Support</b>	<b>Total Score</b>	<b>Weighted Score (%)</b>
Barona Band of Mission Indians	12.45	47	55	51	42	42	15	264.45	88.15
Southern California Tribal Chairmen's Association	13.75	50	53	52	39	39	15	261.75	87.25
Central California Asthma Collaborative	12.75	50	54	55	36	36	15	258.75	86.25
San Pasqual Band of Indians	12.75	48	51	46	42	39	7.5	246.25	82.08
Leadership Counsel for Justice and Accountability	13	50	51	50	39	27	15	245	81.67
Self-Help Enterprises	12.75	42	46	42	39	39	15	235.75	78.58
El Sol Neighborhood Educational Center	12.75	30	51	39	33	39	15	219.75	73.25
Chico State Enterprises: North State Planning and Development Collective	12	39	52	42	27	30	15	217	72.33

## Appendix C: Grant Agreement Cover Sheet

STATE OF CALIFORNIA  
 California Public Utilities Commission  
 Equity and Access Grant Program  
 CPUC Form 801

### GRANT AGREEMENT COVER SHEET

		GRANT NUMBER
NAME OF GRANT PROGRAM		
GRANTEE NAME		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED	
START DATE	END DATE	
This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Public Utilities Commission (CPUC) and (the "Grantee")		
NAME OF GRANTEE		

- Exhibit A – Grant Manual
- Exhibit B – Terms and Conditions
- Exhibit C – Approved Workplan and Budget
- Exhibit D – Notarized Affidavit

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from the California Public Utilities Commission.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE) (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)		
California Public Utilities Commission		NAME OF GRANTEE AUTHORIZED SIGNATORY (PRINT OR TYPE)		
NAME OF CPUC AUTHORIZED SIGNATORY (PRINT OR TYPE)		SIGNATURE OF GRANTEE AUTHORIZED SIGNATORY		
SIGNATURE OF CPUC AUTHORIZED SIGNATORY		NAME OF GRANTEE AUTHORIZED SIGNATORY (PRINT OR TYPE)		
TITLE	DATE	TITLE	DATE	
Program and Project Supervisor, Business and Community Outreach				
STATE AGENCY ADDRESS		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)		
505 Van Ness Avenue, San Francisco, CA 94102				
<b>CERTIFICATION OF FUNDING</b>				
AMOUNT ENCUMBERED BY THIS AGREEMENT		PROGRAM	PROJECT	ACTIVITY
			N/A	N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		FUND DESCRIPTION	FUND NO.	
		General Fund	0001	
TOTAL AMOUNT ENCUMBERED TO DATE		NOTES (OPTIONAL USE)		
APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5432500	86600106		2022

## Appendix D: Grant Manual



California Public Utilities Commission

# Equity and Access Grant Program



## Equity and Access Grant Program **GRANT MANUAL**

**California Public Utilities Commission**

## EQUITY AND ACCESS GRANT PROGRAM

### GRANT MANUAL - EXHIBIT A

#### CA PUBLIC UTILITIES COMMISSION

The Equity and Access (E&A) Grant Program is administered by the California Public Utilities Commission. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- **“Applicant”** means the entity applying for a grant.
- **“Application”** means the information an applicant must provide CPUC when applying for a grant.
- **“CPUC”** means California Public Utilities Commission.
- **“Environmental Justice”** means “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies,” as defined by Government Code section 65040.12.
- **“Grant”** means a sum of money to assist an enterprise deemed advantageous to the public.
- **“Grant Manager”** means the CPUC E&A Grant Program staff person responsible for monitoring the grant.
- **“Grant Administrator”** means the person of the grant project who is responsible for the day-to-day management of the project.
- **“Grantee”** means the eligible organization or tribal government that receives the funding from the grant.
- **“Notice to Proceed”** means the letter sent by the CPUC E&A Grant staff to the Grantee authorizing the Grantee to implement and make expenditures for the approved project.
- **“Signature Authority”** means the person duly authorized and empowered to execute in the name of the applicant all grant-related documents.
- **“Executive Director”** means the Executive Director of the CPUC or his or her designee(s).

#### I. REPORTS

Grantees must submit a Progress Report every six months and a Final Report.

Grantees will receive an e-mail notification one month before a Progress Report is due through the Apply grant management software. Grantees are encouraged to create a user profile on the online platform. Please reach out to the Grant Manager for assistance.

Progress Reports may be submitted through the Apply online platform (<https://cpuc.smapply.io/>). Grantees will be able to log-in to their accounts and see outstanding tasks related to completing their Progress Report.

Progress Reports may also be submitted via e-mail to [capacitygrants@cpuc.ca.gov](mailto:capacitygrants@cpuc.ca.gov). Grantees not on the Apply online platform will receive a report template by e-mail one month before the reporting due date. Reports must follow the template.

Grantees are required to submit a progress report every six months, starting from the date of the grant agreement. The purpose of this grant reporting requirement is to ensure that grantees provide timely updates on the progress and achievements of their project. The reporting periods will be as follows:

1. First reporting period: From the grant start date to the 6-month mark.
2. Second reporting period: From the 6-month mark to the 12-month mark.
3. Subsequent reporting periods: Every six months thereafter until the grant project concludes.

Grantees may combine these required reports with budget requests. Grantees may also choose to report the accomplishments of project milestones outside of these required reports as a part of a budget request but doing so does not excuse the filing of the report.

**The Grant Manager must give prior written approval for any changes to the Work Plan or Budget.**

The Final Report includes a summary of the remaining unreported activities as well as a summary and evaluation of the entire project's activities. The final report template will be sent to grantees after two reporting cycles.

## II. ELIGIBLE COSTS

### *Staff*

The following are eligible staff expenses:

- Grant recipients, subgrantees, and their contractors' staff costs, including salary at an hourly rate, benefits, taxes, and leave.
- Staff may be full-time or part-time employees.
- If applicants wish to use grant funds to pay for interns, fellows, or other positions that are not on an organization's payroll, these costs should be classified in the budget as a direct cost via a consultant contract.
- If applicants wish to use grant funds to pay for training staff on an organization's payroll, these costs should be classified in the budget as a direct cost via a consultant contract.

### *Travel*

Travel reimbursements must adhere to the State rates and conditions established on the CalHR website, except for "incidentals" and out-of-state travel, which will not be reimbursable under this grant. Each claimant must complete a form STD-262A, Travel Expense Claim (TEC) Form, and follow instructions therein. Expense claims must comply with the travel expense, limitation rules applicable to State of California employees and contractors. Applicants are expected to choose the most cost effective and reasonable lodging and modes of transportation consistent with State of California travel reimbursement rates. An electronic copy of STD 262A, instructions, and current applicable information are available at: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

### *Administrative*

Costs incurred by the recipient to administer the grant, or costs incurred by subgrantees to perform the tasks necessary to fulfill the deliverables outlined in these guidelines.

Administrative costs include, but are not necessarily limited to:

- Office space
- Supplies
- Legal or management oversight
- Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

### *Tools, Subscriptions, and Software*

Subscriptions to tools and other software that will help increase capacity, facilitate communication, or otherwise facilitate implementation of the project such as project management software, video conferencing technology subscriptions, and mapping software.

### *Engagement, Outreach, Education, and Training*

- Costs related to the development and administration of engagement, outreach, education, and training activities under the grant, including, but not limited to:
- Materials developed for outreach events, trainings, and other grant activities.
- Access to proprietary data or research materials.
- Facilitation for meetings.
- Translation and interpretation for meetings and written materials.
- Marketing and advertisements.
- Participant compensation is an exchange of payment for services rendered in the development of community work products, and appropriately documented with deliverables such as sign in sheets or written surveys.
- Transportation stipends and provision of transportation services for community residents, such as a vanpool.
- Rental costs of equipment, facilities, or venues.

## **III. INELIGIBLE COSTS**

Any costs not included in your approved budget, and not directly related to the approved grant project, are ineligible for reimbursement. If you have any questions regarding ineligible costs, contact the E&A Grant Manager.

Ineligible costs include, but are not limited, to the following costs:

- Costs that occur outside of the Grant Agreement term.
- Direct and indirect construction costs.
- Indirect costs in excess of 30 percent of the awarded funds.
- The following costs associated with community engagement and outreach:
  - Direct cash benefits or subsidies to participants.
  - Food and beverages.
  - Participant incentives, such as door prizes, which are unrelated to specific community work products.

- General meetings that do not specifically discuss or advance implementation of the grant project.

#### IV. GRANT PAYMENT REQUESTS

The Grant Manager shall authorize payment upon approval of a complete and accurate Grant Payment Request and, where applicable, approval of all required reports.

##### A. Forms for a Grant Payment Request

All forms are provided by the CPUC E&A Grants Program at the time of grant agreement execution; the Grant Manager can provide extra copies if needed.

##### B. Required Grant Documents and Format for Grant Payment Request

A complete Grant Payment Request must include the following items in the order listed.

1. **Grant Payment Request Form (CPUC 805 Grant Payment Request Form).** A completed and signed Grant Payment Request form must be submitted in the payment request. This form must be signed by the individual authorized by the Agreement (e.g., the Signature Authority designated and authorized in the original application or verified by a Payee Data Record (Standard form 204). Please remember to type or print the individual's name and title below the signature.
2. **Expenditure Itemization Summary.** All expenditures must be itemized in an Expenditure Itemization Summary. An expenditure itemization summary must be submitted in the payment request. The Expenditure Itemization Summary was sent out with your awardee package; contact the Grant Manager for a copy if necessary. (An expenditure itemization summary looks much like a detailed budget. All expenses that the Grantee would like to have reimbursed with Grant funding must be included on the expenditure itemization summary submitted as part of the grant payment request.) Make sure everything adds up correctly and coincides with supporting documentation receipts and invoices. Only funds allowed by the Grant program and not on the ineligible costs list above are reimbursable.
3. **Supporting Documentation.** Appropriate documentation must be submitted with the payment request. All documentation must be legible. Illegible documentation will not be accepted. Types of acceptable documentation include:
  - a) **Invoices.** Invoices must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased, amount due, and date of invoice. (Note: food and beverage costs relating to meetings, events, and gathering are ineligible costs.)
  - b) **Receipts.** Receipts should include the same information as invoices. (See above.) Emailed airline or Amazon receipts must include vendor information, purchaser or traveler information, and detailed trip/purchase information. All lodging expenditure claims must be accompanied by a receipt.
  - c) **Purchase orders with proof of payment.** Purchase orders should include the same information as invoices and receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
  - d) **Personnel Expenditure Summary/Timesheet.** Document personnel expenditures based on actual time spent on grant related activities. Refer to your Grant Manager

for an example of the Personnel Summary). The Personnel Expenditure Summary must include the following:

- The staff name (first and last names), title of staff, staff hourly rate, date(s) and number of hours worked per the Workplan task and total amount being paid for invoice period under the grant, and
  - The Personnel Supervisor or Grant Authorized Signature (identified in the Grant Agreement Contract)'s printed name, title, and original signature approving the staff time submitted for reimbursement.
- e) **Travel Expense Summary.** Document costs related to travel and include supporting documentation. (Food and beverages relating to meetings, events, gatherings are ineligible costs.) Travel costs should align with the State guidelines found on the [California Department of Human Resources website](#) for travel. Maximum rates for per diem, travel requirements for receipts, and maximum limits for lodging set by the State will apply to all travel reimbursements.
- i) **Basic Travel Policies**
1. Limit attendance at conferences and meetings to those directly concerned with the topic.
  2. Use the most economical method of transportation. Consider the time you will be away from the office and the direct cost of the methods that may be used.
  3. Avoid back-tracking and duplicate travel whenever possible.
  4. Out of state travel expenses are not allowed.

### C. Indirect Costs

Indirect costs can be claimed by the Grantee. The following guidelines must be used when claiming these costs:

The total amount of indirect costs charged to the grant shall not exceed 30 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program.

Examples of indirect costs include the following: costs of operating and maintaining facilities, accounting services, and administrative salaries.

All indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.

The Grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The Grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by CPUC.

If there are questions whether a given cost is considered an overhead/indirect cost, contact the Grant Manager.

### V. IMPORTANT NOTICES

**Advances:** An advance of up to 25 percent of the grant funds awarded may be requested to start and to work on your grant project. A grant advance must be made in writing and approved by the CPUC E&A Grant Manager (Grant Manager). The grant request must

include a written detailed description of how the advanced funds will be expended and the funds must be spent on purposes specified in the grant program. All advanced funds are subject to the same requirements of this Manual and the Terms & Conditions.

Once expended, advanced funds must be reconciled with a summary of actual expenditures and appropriate supporting documentation. Additional monies will not be distributed until the advanced monies have been reconciled with documentation that has been approved by the Grant Manager.

**Spending 80 Percent of Budget Before Progress Reports Due:** If 80 percent or more of the grant funding is expended before a scheduled Progress Report is due, in lieu of these progress reports, a Progress Report or Final Report (whatever is deemed more appropriate by the Grant Manager) is also due and must be submitted with the Payment Request for the reimbursement of the 80 percent or more of the grant funding.

**Budget:** Any costs not included in your approved budget, and not directly related to the approved grant project, are ineligible for reimbursement. If you have any questions regarding ineligible costs, contact the Grant Manager. If any changes need to be made to the budget, contact your Grant Manager.

**Final Report and Final Invoice:** Failure to submit the Final Report and final Grant Payment Request within 90 days at the end of the project period specified in the cover sheet of this Agreement, with appropriate supporting documentation, may result in rejection of the Grant Payment Request and/or forfeiture and refund by the Grantee of funds already awarded and/or claims for costs incurred that might otherwise have been eligible for grant funding.

## VI. ACKNOWLEDGEMENTS

Grantees should consult the E&A Awardee Communications Guide when promoting the grant project via local media, social media, and other external communications.

**PUBLIC EDUCATION MATERIALS** - The Grantee shall acknowledge CPUC's support each time projects funded in whole or in part by this Agreement are publicized in any medium, including news media, brochures, newsletters, pamphlets, signage or other types of promotional materials. The acknowledgement of CPUC's support must state "California Public Utilities Commission's Equity and Access Grant Program." The Grant Manager may approve deviation from this requirement on a case-by-case basis.

**SIGNAGE** Any signage funded in whole or in part by this Agreement must acknowledge that the project was funded by a grant from CPUC and include the CPUC Logo. The acknowledgement must specify the following: "California Public Utilities Commission's Equity and Access Grant Program."

## VII. AUDIT CONSIDERATIONS

The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit,

whichever is later. Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, educational materials, invoices and/or cancelled checks. Please refer to the Terms and Conditions for more information.

### **VIII. GRANT MANAGER**

All reports, Grant Payment Requests, and all other written correspondence and inquiries regarding this project shall be directed to the Grants Manager during the term of this Agreement.

Mail: Equity and Access Grant Program Manager  
Equity and Access Grant Program  
California Public Utilities Commission  
505 Van Ness Ave.  
San Francisco, CA 94102

Contact: Email: [capacitygrants@cpuc.ca.gov](mailto:capacitygrants@cpuc.ca.gov)

## **Appendix E: Terms and Conditions**

### **EQUITY AND ACCESS GRANT PROGRAM**

#### **TERMS AND CONDITIONS - EXHIBIT B**

#### **CA PUBLIC UTILITIES COMMISSION**

##### **SCOPE OF GRANT**

The program was adopted by CPUC Resolution M-4868, voted out on July 13, 2023. The funding for the program is pursuant to AB 179, where the California Legislature appropriated \$30 million in the Budget Act of 2022 for capacity grants to Tribes and community-based organizations (CBOs) for participation in the CPUC decision-making process and to make certain clean energy programs are accessible to underserved and underrepresented communities. The grant program was created to implement the legislation and the program was adopted via resolution. The Request for Proposals and Applicant's Grant Proposal are incorporated into this agreement by reference.

##### **DISCHARGE OF GRANT OBLIGATIONS**

Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CPUC.

##### **ENVIRONMENTAL JUSTICE**

In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

##### **BUDGET - INVOICING**

##### **AUDIT/RECORDS ACCESS**

Grantee agrees that the CPUC, the Department of Finance, the Bureau of State Audits, or their designated representative(s) will have the right to review, obtain, and copy all records pertaining to Grantee's compliance with the Grant requirements. The Grantee agrees to provide the CPUC or its designated representative(s) with any relevant information requested and shall permit the CPUC or its designated representative(s) access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the

Grant requirements. The Grantee further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

### **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS**

The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.

### **FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED**

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the CPUC, at its discretion, may take appropriate action under the Grant Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to CPUC any funds improperly expended.

### **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**

The Grantee is required to use Generally Acceptable Accounting Principles in documenting all grant expenditures.

### **PAYMENT**

- a. The CPUC shall reimburse the Grantee for only the work and tasks specified in the Work Plan at only those expenses specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan in accordance with the Budget and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, or his or her designated representative, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request reimbursement in accordance with the procedures described in the Grant Manual.
- d. Lodgings and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts set by the California Department of Human Resources. These rates may be found at [the California Department of Human Resources' Travel Reimbursement Guidelines webpage](#).  
Payment will be made only to the Grantee.

Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in the Grant Manual.

## **PREVAILING WAGES AND LABOR COMPLIANCE**

If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are met.

## **REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS**

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CPUC approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CPUC for such purposes.
- b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee.
- c. The grantee may not transfer title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of the CPUC.

## **WORKERS' COMPENSATION LABOR CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

## **GENERAL TERMS AND CONDITIONS**

### **NO EMPLOYMENT OR PARTNERSHIP**

Nothing in this Agreement shall be interpreted to create or be construed to create any employment, partnership, or other joint relationship between CPUC and Grantee.

### **ACKNOWLEDGEMENTS**

The Grantee shall acknowledge the California Public Utilities Commission's (CPUC) support each time projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of the CPUC's support must state "California Public Utilities Commission's Equity and Access Grant Program."

### **CONFLICT OF INTEREST**

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, the CPUC must be contacted immediately for clarification.

*Current State Employees (Public Contracts Code (PCC) § 10410):*

- a. No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods.

*Former State Employees (PCC § 10411):*

- a. No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.
- b. For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter with which he or she was involved prior to leaving state service.

If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420)

## **DISPUTES**

Notwithstanding the provisions in paragraph Termination for Cause of these Terms and Conditions, the Grantee shall uphold its responsibilities under this Agreement even if a dispute arises with the CPUC. Grantee staff and management may work in good faith with CPUC staff and management to resolve any conflicts or disagreements that may arise during the implementation of this Grant Agreement. However, if such disagreements cannot be resolved at the management level within 30 days of being first raised with CPUC staff, they

shall be resolved by the CPUC Executive Director or their designated representative. This paragraph does not limit any legal rights or remedies available to the parties.

#### **DISCLAIMER OF WARRANTY**

The CPUC makes no warranties, expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services, or products purchased, used, obtained, and/or produced with funds awarded under this Agreement, whether such materials, equipment, services, or products are purchased, used, obtained, and/or produced alone or in combination with other materials, equipment, services or products. No CPUC employees or agents have any right or authority to make any other representation, warranty, or promise with respect to any materials, equipment, services, or products purchased, used, obtained, or produced with grant funds. In no event shall the CPUC be liable for special, incidental, or consequential damages arising from the use, sale, or distribution of any materials, equipment, services, or products purchased or produced with grant funds awarded under this Agreement.

#### **FORCE MAJEURE**

The Grantee and the CPUC shall not be held liable or considered in default for any delay or failure in performance under this Grant Agreement, or any interruption of services resulting, directly or indirectly, from acts of God, hostile governmental actions, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either party intends to use this clause to excuse or delay performance, they must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and explain how the event is preventing or delaying their obligations under this Grant Agreement. If the Grantee invokes this clause, the CPUC may terminate this Grant Agreement immediately in writing without penalty.

#### **GRANTEE ACCOUNTABILITY**

The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate part or its entire program. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the project funded by the grant. The CPUC will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. In the event an audit should determine that grant funds are owed to the CPUC, the Grantee is responsible for repayment of the funds to the CPUC.

## **GRANTEE'S NAME CHANGE**

A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CPUC will process the amendment. Grant Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

## **NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY**

The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CPUC.

## **NON-DISCRIMINATION CLAUSE**

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in GC §§ 12900 et seq.
- b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (GC § 12990 (a-f)) and California Code of Regulations, Title 2, Section 8103).
- c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.

The Grantee, its consultants, and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

## **NO THIRD-PARTY RIGHTS**

The parties to this Agreement do not create rights in, or grant remedies to, any third party, such as subgrantees, contractors or subcontractors, as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein. Nothing contained in this Agreement or otherwise shall create any contractual relation between the CPUC and any third parties of the Grantee, and no agreement with third parties shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to CPUC for the acts and omissions of third parties and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subgrantees, contractors or subcontractors is an independent obligation from the CPUC's obligation to make payments to the Grantee. As a result, the CPUC shall have no obligation to pay or to enforce the payment of any moneys to any subgrantees, contractors or subcontractors. The grantee shall notify CPUC of any addition, substitution, or termination of a sub-grantee. Any new sub-grantee shall be subject to CPUC approval.

## **OWNERSHIP OF WORK PRODUCT**

Grantee hereby grants the CPUC a royalty-free, non-exclusive, transferable license to reproduce, translate, and distribute copies of any and all materials produced pursuant to this Agreement. Grantee shall deliver copies of any work product developed under this Agreement to the CPUC upon request.

## **PATENTS**

Under this Agreement, the Grantee transfers all rights, title, and interest in any patentable invention or discovery to the State, if conceived or reduced to practice during the Agreement or with grant funds. Upon written request, the CPUC may, at the Commission's discretion, grant consent to the Grantee to retain ownership of these rights, in whole or in part.

## **PERSONALLY IDENTIFIABLE INFORMATION**

Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. For instance, grantee may receive data about individual microgrid subscribers, including their energy use and behaviors. The Grantee shall safeguard all such information or data which comes into their possession under this Agreement in perpetuity and shall not release or publish any such information or data.

## **PROFESSIONALS**

In projects requiring installation or construction services, the Grantee acknowledges and agrees to engage only licensed professionals to carry out the services outlined in this Agreement. This requirement applies specifically to services that are mandated by State law to be performed by licensed professionals.

## **SEVERABILITY**

In the event that any provisions of this Agreement are determined to be unlawful or unenforceable, those specific provisions will be nullified and removed from the Agreement without impacting the validity of any other provisions. Nonetheless, to the maximum extent permissible by the applicable law, any provisions that can be waived are hereby waived to ensure that this Agreement remains valid, binding, and enforceable in accordance with its terms.

## **SITE ACCESS**

The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time after twenty-four (24) prior notice of entry during the performance of the work and for thirty (30) days after completion of the work.

### **TERMINATION FOR CAUSE**

After notice to the Grantee and opportunity to cure any defaults, the CPUC may terminate this Agreement and be relieved of any obligation to make grant payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee may proceed with the work in any manner deemed proper by the CPUC. All costs to the CPUC shall be deducted from any sum due the Grantee under this Agreement.

### **ACTING WITHOUT DELAY**

The Grantee shall proceed with projects funded, in whole or in part, by this Agreement, and complete the Project in an expeditious manner. Time is of the essence.

### **UNION ORGANIZING**

By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

### **VENUE**

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in THE County and City of San Francisco, California. The parties hereby waive any right to any other venue.

### **WAIVER OF RIGHTS**

Any waiver of rights with respect to a default or other matters arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

### **WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE**

The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or because of, this Agreement.

## **WORK PRODUCTS**

The Grantee must provide the CPUC with copies of all final products identified in the Work Plan.

## **ORDER OF PRECEDENCE**

Any inconsistency in the provisions under this Agreement shall be resolved by giving precedence in the following order:

1. E&A Grant Agreement Cover Sheet
2. Terms and Conditions (E&A Grant Agreement Exhibit B)
3. Grant Manual (E&A Grant Agreement Exhibit A)
4. Award Letter

## Appendix F: Grant Payment Request Form

STATE OF CALIFORNIA  
 California Public Utilities Commission  
**GRANT PAYMENT REQUEST**  
 CPUC Form 805

1. GRANTEE NAME (AS APPEARS ON GRANT AGREEMENT)		2. GRANT NUMBER (ASSIGNED BY CPUC)	
3. PAYMENT REQUEST NUMBER		5. <b>AMOUNT REQUESTED</b> \$	
4. TYPE OF PAYMENT REQUEST (ATTACH SUPPORTING DOCUMENTATION) <input type="checkbox"/> Initial <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)		<input type="checkbox"/> A Non-Profit <input type="checkbox"/> Tribe <input type="checkbox"/> Tribal Entity	
7. Send warrant to:			
CONTACT NAME		CONTACT PHONE (WITH AREA CODE)	
ADDRESS			
CITY	STATE	ZIP CODE	
<b>8. Under penalty of perjury, I certify that</b> <i>/I am the duly authorized officer of the claimant herein;</i> <i>/This claim is in all respects true, correct and all funds received have been or will be expended in accordance with applicable laws, rules, regulations and grant conditions and assurances</i> <i>/This claim is for costs incurred within the grant performance period.</i>			
<i>Print or Type Name of Authorized Signatory</i>		<i>Signature Authority Title</i>	
<i>Signature of Authorized Signatory</i>		<i>Date</i>	
<b>CPUC Staff Use Only</b>			
9. TOTAL PREVIOUS PAYMENT (IF ANY)		\$	
10. TOTAL CUMULATIVE RECEIVED		\$	
11. TOTAL GRANT AWARD		\$	
12. APPROVED AMOUNT FOR PAYMENT		\$	
13. BALANCE AVAILABLE AFTER PAYMENT OF THIS REQUEST		\$	
<i>E&amp;A Grant Program Manager Approval Signature</i>		<i>Date Approved</i>	
<i>Business and Community Outreach Supervisor Approval Signature</i>		<i>Date Approved</i>	

STATE OF CALIFORNIA  
California Public Utilities Commission  
**GRANT PAYMENT REQUEST**  
CPUC Form 805

**Instructions for completing form.**

SECTION	TITLE	DESCRIPTION
1.	GRANTEE NAME (AS APPEARS ON THE GRANT AGREEMENT)	Organization or Federally or non-federally California recognized Native American Tribes name as it appears on the grant agreement.
2.	GRANT NUMBER (ASSIGNED BY CPUC)	Grant number assigned by the CPUC as it appears on the grant agreement.
3.	PAYMENT REQUEST NUMBER	Begin with "1" for the first payment request and number all subsequent payment requests consecutively.
4.	TYPE OF PAYMENT REQUEST (ATTACH SUPPORTING DOCUMENTATION)	Initial – one-time limited payment to assist the startup of the project and must include a letter justifying this request.  Reimbursement – typical payment request paid on a reimbursement basis commensurate with work performed.  Final – final payment after the completion of the project.
5.	AMOUNT REQUESTED	Amount being requested for payment.
6.	FEDERAL EMPLOYER IDENTIFICATION NUMBER	Number used to identify a business entity or nonprofit organization.
7.	SEND WARRANT TO	Grantee's name, contact name, address, city, state, and zip code as it appears on grant agreement.
8.	CERTIFICATION	<b>Print or type name and title of person authorized on the Application Coversheet included with the Grantee's application (must be the same official designee).</b>  The person authorized on the Application Coversheet/Resolution included with the Grantee's application must sign and date (original signature).
9.	TOTAL PREVIOUS PAYMENT	Amount paid to the Grantee in previous request (if any).
10.	TOTAL CUMULATIVE	Total amount received by Grantee to date calculated by the CPUC.
11.	TOTAL GRANT AWARD	Total amount awarded by the CPUC within grant cycle for the grant account.
12.	APPROVED AMOUNT FOR PAYMENT	Amount approved for payment by the CPUC Grant Manager.
13.	BALANCE AVAILABLE AFTER PAYMENT	Amount available for future payment that has not yet been expended.

**Send grant payment request with supporting documentation (i.e. invoices and proof of payment) to:**  
[capacitygrants@cpuc.ca.gov](mailto:capacitygrants@cpuc.ca.gov).

**Please refer to the Grant Manual under Grant Payment Requests for a list of supporting documents that must be submitted with this Grant Payment Request.**



**Appendix H: Notarized Affidavit**

**CALIFORNIA PUBLIC UTILITIES COMMISSION**

**EQUITY AND ACCESS GRANT PROGRAM**

**Equity, Engagement, and Education Grant Account**

**Notarized Affidavit**

My name is \_\_\_\_\_ . I am \_\_\_\_\_ [Title] of  
\_\_\_\_\_ [Name of Grantee Organization].

My personal knowledge of the facts stated herein has been derived from my employment with  
\_\_\_\_\_ [Name of Grantee Organization].

I swear or affirm that I have personal knowledge of the facts stated in  
\_\_\_\_\_ 's [Name of Grantee Organization] Application and Grant  
Agreement for an Equity, Engagement, and Education (EEE) Grant, I have personal knowledge of the  
facts stated in other grant agreements signed by \_\_\_\_\_ [Name of  
Grantee Organization], I am competent to testify to them, and I have the authority to make this  
Application on behalf of and to bind the Organization.

I further swear or affirm that \_\_\_\_\_ [Name of Grantee Organization]  
agrees to comply with the terms, conditions and requirements of the grant and thus submits to the  
jurisdiction of the Commission with regard to the disbursement and administration of the grant.

I swear or affirm that I agree to comply with Rules 1.11 and 2.2 of the California Public Utilities  
Commission's Rules of Practice and Procedure.

I swear or affirm that funding from any other source will not be used to conduct any work that is within  
the scope of the activities described in the EEE Work Plan and that there will be no duplication of  
funds for the same activities.

I swear or affirm, under penalty of perjury, and under Rule 1.1 of the California Public Utilities  
Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the  
statements and representations made in the Application and Grant Agreement are true and correct.

If \_\_\_\_\_ [Name of Grantee Organization] violates the terms and  
conditions of this award or other program and project compliance requirements, it shall be subject to  
Public Utilities Code Sections 2108 and 2111. The Commission may impose the maximum penalties  
allowed under Public Utilities Code sections 2108 and 2111 for failure to meet the program and  
project compliance requirements, as determined by the Commission.

\_\_\_\_\_  
Signature and title

\_\_\_\_\_  
Type or print name and title

**SUBSCRIBED AND SWORN** before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public In and For the State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_