XII. INTERAGENCY AGREEMENT

SCO ID: 3900-18MSC004-A1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STO #R07-18, Am. 1

STD 213A (Rev. 07/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 11 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
18MSC004	1	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
California Air Resources Board (CARB or State)

CONTRACTOR NAME
California Pollution Control Financing Authority (CPCFA, Authority or Contractor)

2. The term of this Agreement is:

START DATE
April 1, 2019

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement after this Amendment is:
$73,600,000.00 (Seventy Three Million Six Hundred Thousand Dollars and No Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Amendment increases the Agreement's dollar amount of $25,600,000.00 by $48,000,000.00
The total maximum amount of this Agreement shall now be $73,600,000.00

This Amendment extends the Agreement's end date of June 30, 2020 by twelve (12) months
This Amendment term shall now be from April 1, 2019 through June 30, 2021

Exhibit A, Scope of Work, is hereby replaced in its entirety and made a part of this Agreement
Exhibit A, Attachment 1 - Borrower Form, Section II, page 2, is hereby replaced in its entirety and made a part of this Agreement
Exhibit B, Budget detail and Payment Provisions, is hereby replaced in its entirety and made a part of this Agreement

All changes are shown as follows: Additions are in **bold and underscored**; Deletions in ~~strikethrough.~~

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
California Pollution Control Financing Authority

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
801 Capitol Mall, 2nd Floor	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Janae Davis	Deputy Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Janae Davis	4/15/20

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
18MSC004	1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME California Air Resources Board			
CONTRACTING AGENCY ADDRESS 1001 I Street,19th Floor	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Brandy Hunt	TITLE Branch Chief		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Brandy Hunt	DATE SIGNED 4/15/2020		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL APPROVED Apr. 22, 2020 NLR:skb OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES	EXEMPTION (If Applicable)		

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EXHIBIT A
SCOPE OF WORK

PURPOSE

The California Pollution Control Financing Authority ("CPCFA" or "Contractor" or "Authority") agrees to approve the California Air Resources Board ("CARB") as an Independent Contributor under the California Capital Access Program ("CalCAP") to provide CARB all the services CPCFA normally provides to Independent Contributors in CPCFA's role as administrator and operator of CalCAP, and other services specified in this Agreement.

In consideration of the above, CARB agrees to participate in CalCAP as an Independent Contributor, to commit ~~$25,600,00 ($25.6 Million)~~ **up to $73,600,000.00 ($73.6 Million)** to CalCAP, and to perform all the duties and services normally performed by Independent Contributors to CalCAP, except where specified in this Agreement.

A. Acronyms:

CARB	California Air Resources Board
CalCAP	California Capital Access Program, administered by CPCFA
CPCFA	California Pollution Control Financing Authority
HDV Air Quality Loan Program	Heavy-Duty Vehicle Air Quality Loan Program
STO	State Treasurer's Office

B. Mission of the Administrator and Independent Contributor:

The mission of CARB is to promote and protect public health, welfare, and ecological resources through the effective and efficient reduction of air pollutants while recognizing and considering the effects on the economy of the State. To these ends, CARB has created the Heavy-Duty Vehicle Air Quality Loan Program (HDV Air Quality Loan Program or the Program), in partnership with the CPCFA, to provide financial assistance to owners of heavy-duty diesel vehicles. The HDV Air Quality Loan Program began in April 2009 and was implemented by CPCFA through Interagency Agreement Number 08-607 to specifically provide financial assistance to owners of heavy-duty vehicles affected by the CARB's Statewide In-Use Truck and Bus Regulation and the Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation. Initial program funding was provided through a one-time appropriation of 2008-2009 fiscal year Air Quality Improvement Program ("AQIP") funds authorized by AB 1338 (Chapter 760, Statutes of 2008). With the original AQIP funds exhausted, Senate Bill 359 (Chapter 415, Statutes of 2013) provided additional funds to continue the HDV Air Quality Loan Program focusing on qualified small business trucking fleets affected by the Statewide In-Use Truck and Bus Regulation. In January 2014 implementation of the HDV Air Quality Loan Program by CPCFA continued through Interagency Agreement Number 13-606**, and in April 2019, the implementation continued through Interagency Agreement 18MSC004**. Additional funding was approved: at the October 25, 2018 CARB Board meeting, as part of the Fiscal Year 2018-19 Funding Plan for Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments **and at the October 24, 2019 CARB Board meeting as part of the Fiscal Year 2019-20 Funding Plan**. The additional funding will come from the AQIP. **Before April 2019, the HDV Air Quality Loan Program was administered by CPCFA under the Interagency Agreement Number 13-606. The remaining balance in the CARB Program, Cost and Recapture Account, including all accrued interest, under the Interagency Agreement 13-606 (up to $37,000,000.00) will be transferred to the respective accounts established under this Interagency Agreement, to be used for continuation of the Program.**

This program may also be funded from a portion of the penalties received during settlement of enforcement actions pursuant to CARB's Supplemental Environmental Project Policy. Such funds will be directed to CPCFA and blended with AQIP monies.

CPCFA is committed to stimulating local economies in California by delivering innovative financing for projects that protect and restore the environment and making capital more accessible to small businesses. CPCFA administers CalCAP, authorized by Assembly Bill 1496 (Chapter 1164, Statutes of 1993), which encourages banks and other financial institutions to make loans to small businesses. CalCAP is a form of "loan portfolio insurance" that provides up to 100 percent coverage on certain loan defaults. Since April 2009, CPCFA has administered the HDV Vehicle Air Quality Loan Program on behalf of CARB, directing CARB's contributions into

EXHIBIT A
SCOPE OF WORK

loss reserve funds to support loans for over ~~21,400 truck upgrades, as of February 2019~~, **25,900 truck upgrades, as of November 2019**, to deploy cleaner emission trucks on the road. The success of the HDV Air Quality Loan Program is due in part to the CalCAP lenders currently participating in the program statewide.

C. The Role of the Independent Contributor in the CalCAP Program:

Health and Safety Code section 44559.2(a) allows third-party entities to participate in CalCAP as "Independent Contributors" to CalCAP lenders' loan loss reserve accounts, thereby contributing the premium costs on behalf of the borrower, the lender, and CPCFA. Requirements for participation as an Independent Contributor in CalCAP are found in the California Code of Regulations, title 4, division 11, article 7. CalCAP regulation § 8078 (Participation in the Program by Certain Public or Private Entities) enables CPCFA to permit any individual, company, corporation, institution, utility, government agency or other entity to become an Independent Contributor in CalCAP, making possible the collaboration with CARB to aid lenders with financing new, cleaner-burning heavy duty diesel trucks and buses. Additionally, Senate Bill 225 (Chapter 492, Statutes of 2011), effective October 2011, authorizes CalCAP to allow lenders to enroll Terminal Rental Adjustment Clause (TRAC) leases, in addition to loans, in CalCAP's Independent Contributor program. For implementation of the HDV Air Quality Loan Program, CARB, as an Independent Contributor to CalCAP, shall contribute the premiums typically funded by the borrower, lender, and CPCFA each time a loan is approved in the HDV Air Quality Loan Program.

To incentivize participation in the HDV Air Quality Loan Program, for each new and existing lender whose loan loss reserve account has not yet reached $500,000, CARB shall contribute the premiums required by CPCFA, as well as the premiums typically required by the borrower and lender, in an amount equal to 14 percent of a borrower's enrolled loan amount each time a loan is approved in the HDV Air Quality Loan Program. When contributions deposited in a lender's loan loss reserve account exceed $500,000, but are equal to or less than $1.5 million, the contribution rate will be 7 percent. When contributions deposited in a lender's loan loss reserve account exceed $1.5 million, the contribution rate will be 4 percent.

In consultation with CPCFA, the Executive Officer of CARB may direct that the premium contribution schedule be adjusted, so long as the premium contributions for each enrolled loan do not exceed the amounts stated above. In addition, the total premium contribution for each loan shall be no less than 4 percent of the borrower's enrolled loan amount. Such adjustments shall take into account program objectives including maximizing available program funding, and increasing participation by lenders and borrowers in the HDV Air Quality Loan Program throughout California. Any such change to the premium contribution schedule shall be enacted by written memorandum from the Executive Officer of CARB.

As the Independent Contributor, CARB has requested further specific changes to the regular CalCAP rules, including:

1. Setting the maximum eligible fleet size at ten (10) vehicles consistent with fleet reporting requirements in CARB's Statewide In-Use Truck and Bus Regulation;
2. Capping the maximum interest rate a lender may charge at twenty (20) percent annual percentage yield (APY);
3. Capping the maximum annual business revenues at $10 million averaged over the prior three (3) years;
4. Decreasing the number of employees a Borrower may have to one hundred (100);
5. Prohibiting refinances of existing loans to be enrolled in the Program;
6. Allowing the financing of equipment warranty, when funded with the purchase of an eligible truck;
7. Non-profit organizations may have more than 10 vehicles but must satisfy all other requirements of the CalCAP and HDV Air Quality Loan Programs.
8. **Limiting eligibility of enrollment in the Program to financing of vehicles registered in California, substantiated by the California Department of Motor Vehicles registration.**

Lastly, to ensure a sustainable HDV Air Quality Loan Program, CPCFA may consider, in consultation with lenders, financial advisors and other stakeholders, other program modifications, including whether or not to charge the lender and borrower a fee for each loan enrolled in the CalCAP for Small Business Program, and how to structure the recapture of funds from a lender's loss reserve account on a periodic basis when enrolled loans mature.

EXHIBIT A
SCOPE OF WORK

These changes would be adopted either by subsequent amendment to this Agreement or by rulemaking promulgated by the Authority under its CalCAP regulations.

D. Scope of Work:

The parties, CPCFA and CARB, hereby agree to the following terms and conditions:

1. The term of the Agreement shall commence on April 1, 2019, through ~~June 30, 2020~~ **June 30, 2021** unless sooner terminated by either party giving of 30 days written notice of intent to terminate this Agreement.

2. CARB will provide funds in an amount of up to ~~**$25,600,000 ($25.6 Million)**~~ **$73,600,000 ($73.6 Million)** to CPCFA. CPCFA has established ~~two~~ **three** CARB-designated accounts with its Trustee Bank through ~~the prior Agreement 13-606~~ **this Agreement 18MSC004-1**: 1) an interest-bearing CARB Program Account to provide funds for the premium contributions to the lenders' CARB loan loss reserve accounts; ~~and~~ 2) an interest-bearing CARB Cost Account; **and 3) an interest-bearing CARB Recapture Account**. Deposits into the CARB Cost Account shall come from; 1) depositing 7% of each transmittal of funds from CARB, 2) depositing 7% of recaptured funds; and CPCFA's authorized collection of interest earned on each lender's CARB loan loss reserve account and interest earned on funds held in the CARB Program Account prior to transfer to a lender's CARB loan loss reserve account. Interest generated from funds held in the CARB Cost Account shall remain in the CARB Cost Account. ~~CPCFA will establish an additional CARB-designated account for the recycled funds, referred to as the "CARB Recapture Account."~~ Deposits in the CARB Recapture Account shall come from the funds recaptured on an annual basis, of which 7% will be deposited thereafter into the CARB Cost Account and the remaining funds will be deposited in the CARB Program Account. **A one-time transfer of the remaining funds, including any accrued interest, in the CARB Program Account, the CARB Cost Account, and the CARB Recapture Account established under the previous Interagency Agreement 13-606, into the corresponding accounts established under this Interagency Agreement 18MSC004-1 is hereby authorized by CARB.**

3. Funds held in the CARB Cost Account maintained by the Trustee shall be used to cover Trustee costs related to maintaining ~~five (5)~~ **three (3)** CARB-designated accounts. CARB shall authorize CPCFA to withdraw funds from the CARB Cost Account, upon receipt of quarterly Requests for Payment (See Exhibit B, Attachment 1), in an amount not to exceed seven (7) percent of the total funds provided to CPCFA under this Agreement to cover Trustee costs and CPCFA's Administrative costs. Admin costs are calculated using the following:

Loans and Claims processed (per month)	Maximum Cost (per month)
0-25	$18,500.00
26-50	$26,000.00
51-100	$33,500.00
101-150	$41,000.00
151-200	$48,500.00
201-250	$56,000.00
251-300*	$63,500.00

*The processing of each incremental additional 50 loans above 300 will result in an increase of $7,500.00 per month.

Travel costs and marketing costs will be submitted on the quarterly Requests for Payment, and may be in excess of the seven (7) percent Trustee and Administrative costs but shall not exceed $5,000.00 per quarter without prior written consent from CARB. Unused funds shall remain under the authority of the CARB.

4. In order to reconcile expenditures by the end of the Agreement term, CPCFA shall provide CARB a report on unused funds, including interest, in the CARB Program Account, the CARB Cost Account, and the CARB Recapture Account maintained by the Trustee three (3) months prior to the end of the Agreement. CPCFA

EXHIBIT A
SCOPE OF WORK

and CARB agree that funds (including interest) that have not been transferred to a lender's CARB loan loss reserve account, or have not been used to cover costs related to maintaining the Trustee accounts or CPCFA costs for administration of the HDV Air Quality Loan Program, will remain in the respective account at the Trustee until CARB requests transfer to another designated account for HDV air quality loan programs, or requests the return of the funds.

5. CPCFA shall require lenders to maintain CARB loan loss reserve accounts for the purpose of the HDV Air Quality Loan Program separate from their other CalCAP loan loss reserve accounts. The CARB loan loss reserve accounts for the HDV Air Quality Loan Program may be held at either the participating lender or at the Trustee, based on standard CalCAP practices authorized by CPCFA. Participating lenders may utilize the same loss reserve accounts established and maintained, either by the participating lender or the Trustee, under Interagency Agreement 08-607 or 13-606 for the purpose of the HDV Air Quality Loan Program.

6. CARB and CPCFA will require the borrower to complete the *HDV Air Quality Loan Program Borrower Eligibility Criteria and Self-Certification Form* (Exhibit A, Attachment 1 - Borrower Form). The purpose of the Borrower Form is for each borrower to certify that the small business meets specified requirements of both CalCAP and CARB's program parameters prioritized by AQIP and SB 359. Any subsequent modifications to the Borrower Form will require an amendment to the Agreement.

7. The Borrower Form contains the lender's certification that it has adhered to all of its responsibilities and collected all loan enrollment documentation required by the CalCAP regulations. CPCFA shall require the lender to submit the completed Borrower Form, on behalf of the borrower, to CPCFA for review. CPCFA shall be responsible for review of the Borrower Form and shall respond to a lender's request for loan enrollment within fifteen (15) working days from receipt of the lender's request. CPCFA shall bear no responsibilities for verification of information submitted by the Borrower on the Borrower Form. CPCFA will enroll qualified loans in the HDV Air Quality Loan Program under CalCAP unless questions regarding eligibility arise during the review process. If questions arise or if a loan is determined to be ineligible, CPCFA will contact the lender as per CalCAP regulations.

8. CARB, as an Independent Contributor to CalCAP, shall contribute the premiums typically funded by CPCFA each time a loan is approved in the HDV Air Quality Loan Program. To incentivize participation in the HDV Air Quality Loan Program, for each new and existing lender whose loan loss reserve account has not yet reached $500,000, CARB shall contribute the premiums required by CPCFA, as well as the premiums typically required by the borrower and lender, in an amount equal to 14 percent of a borrower's enrolled loan amount each time a loan is approved in the HDV Air Quality Loan Program. When contributions deposited in a lender's loan loss reserve account exceed $500,000, but are less than or equal to $1.5 million, the contribution rate will be 7 percent. When contributions deposited in a lender's loan loss reserve account exceed $1.5 million, the contribution rate will be 4 percent.

   In consultation with CPCFA, the Executive Officer of CARB may direct that the premium contribution schedule be adjusted, so long as the premium contributions for each enrolled loan do not exceed ~~the amounts stated above~~**14 percent**. In addition, the total premium contribution for each loan shall be no less than 4 percent of the borrower's enrolled loan amount. Such adjustments shall take into account program objectives including maximizing available program funding, and increasing participation by lenders and borrowers in the HDV Air Quality Loan Program throughout California. Any such change to the premium contribution schedule shall be enacted by written memorandum from the Executive Officer of CARB.

9. CARB understands that CPCFA has no role in underwriting loans. Loan approval is made solely by the lender. CPCFA's role is limited to approving the enrollment of loans into the HDV Air Quality Loan Program under CalCAP.

10. As Independent Contributor, CARB has set the maximum interest rate a lender may charge on any single loan at twenty (20) percent APY. Any adjustment to the maximum interest rate shall be made through an amendment to the Agreement.

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SCOPE OF WORK

11. During CARB's participation in CalCAP under this Agreement, the CARB's liability under the program to any person or entity shall not exceed premium contributions paid by CPCFA on behalf of CARB into any single lender's loan loss reserve account.

12. To increase the longevity of the Program funds, CPCFA has established regulatory procedures (California Code of Regulations, title 4, Section 8078.22) to recapture contribution funds from a lender's loss reserve account on an annual basis upon maturity of enrolled loans. These funds shall be returned to the Program Account to support future contributions for eligible loans and administrative costs. Recapture is not applicable for contributions on defaulted or charged off loans for which a claim has been approved, unless the amount recovered through the liquidation of the collateral exceeds the approved claim. All other terms of the loans enrolled in the CalCAP CARB program shall remain the same. CPCFA shall be authorized to withdraw an amount not to exceed seven percent (7) of the recaptured funds to cover administrative expenditures.

13. During the CARB's participation in CalCAP under this Agreement, the CARB's entire liability shall not exceed the total amount paid into all loan loss reserve accounts over the course of this Agreement and the prior Interagency Agreement Numbers 08-607 and 13-606, or an amount not to exceed ~~**$25,600,000 ($25.6 Million)**~~ **$73,600,000 ($73.6 Million)** plus the total amount deposited under the prior agreements, whichever is less.

14. Premium contributions funded by CARB in lenders' loan loss reserve accounts made under this Agreement and the prior Interagency Agreement Numbers 08-607 and 13-606 on behalf of the borrower, the lender and CPCFA shall be returned to CARB, or, at CARB's direction, held in one of the two CARB-designated accounts at the Trustee, once all loans guaranteed by the loan loss reserve account have been repaid. CARB may also request the return of uncommitted CARB funds from CARB's Program, Cost, and Recapture Accounts at any time for CPCFA's failure to meet the terms and conditions of this Agreement.

15. CPCFA shall make available to CARB, upon request, all copies of the Borrower Form, subject to the allowable use and disclosure provision in Section D(21) below.

16. CPCFA shall provide monthly reports on loans enrolled in the HDV Air Quality Loan Program to CARB. The report will include the following information for each loan: borrower's city, county, and zip code, CalCAP loan number, date enrolled, type of loan, interest rate and maturity date of loan, percentage and dollar amount of the premium contribution, type of business, borrower's annual revenue three year average, number of employees, and minority/woman/veteran-owned business information, to be provided in the form of a spreadsheet to be submitted to CARB electronically. In addition, the information shown below will be reported and submitted to CARB electronically:

    a. Number of loans and Terminal Rental Adjustment Clause Leases (TRAC Leases) enrolled in CalCAP (monthly activity and cumulative activity);

    b. Dollar amount transferred into each lender's CARB loan loss reserve account including adjustments;

    c. Total dollar amount of fund transfers to or from CARB Program Account and the date of such fund transfers;

    d. Dollar amounts, including applicable interest in or out of the CARB Program Account;

    e. Interest deposits into the CalCAP/CARB Cost Account;

    f. Administrative costs related to management of CARB-designated accounts and by CPCFA for administration of the HDV Air Quality Loan Program (quarterly report);

    g. Information for each claim including enrolled loan amount, dollar amount paid from lender's CARB loan loss reserve account;

EXHIBIT A
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h. Project information from the Borrower Form, Section III;

i. A document signed by CPCFA's Executive Director stating that to the best of his/her knowledge the information contained in the reports is complete and accurate.

All other loan enrollment data on the Borrower Form will be collected by CPCFA, and the Borrower Form will be available to CARB as a physical document upon request, subject to a nondisclosure agreement pursuant to Section (D)21 below.

17. In addition to the monthly reports described above, CARB shall coordinate with CPCFA to prepare any summary or annual reports that may be required as a result of program implementation.

18. After funding the last project, CARB and CPCFA shall assess the reporting requirements related to the claims made by lenders for reimbursement to lenders to determine the form and frequency that this information will be reported to CARB.

19. CARB reserves the right to audit CPCFA's implementation of the HDV Air Quality Loan Program. Such audits shall be limited to the records, data, and other information CPCFA is required to collect from borrowers and lenders pursuant the Agreement.

20. ~~CPCFA shall also be authorized to direct~~ **CARB has directed CPCFA to perform** periodic audits of participating lenders' HDV Air Quality Loan Program portfolios. ~~CPCFA directed~~ **These** audits ~~may~~ **will** be completed by CPCFA staff, independent certified public accountants, or other State of California Agencies or Departments. CARB reserves the right to approve the plan and cost of ~~CPCFA directed~~ **these** audits. Audit costs incurred by CPCFA ~~and approved by CARB~~ may be in excess of funding provided to CPCFA to cover Trustee costs and CPCFA's Administrative costs under Section D(3), above. **These audits will be performed subject to CARB's prior written approval to reimburse CPCFA for actual travel costs involved in performing such audits notwithstanding the payment provisions in Exhibit B.**

21. CARB and CPCFA acknowledge that certain personal information of individual borrowers is protected under the California Information Practices Act (CIPA), Government Code sections 1798 et seq., and that the maintenance and dissemination of such information is subject to strict limits. CPCFA shall require lenders to provide each borrower a copy of the Privacy Notice (Exhibit A, Attachment 2) which identifies CPCFA as the responsible agency under CIPA. If and when CARB requests copies of the Borrower Form pursuant to Sections D(15) & (16) above that includes personal information, CARB and CPCFA shall first execute a nondisclosure agreement that specifies the purpose for which the information is to be used, any foreseeable disclosures of such information, and the notice, maintenance and safeguard procedures that CARB will implement to ensure compliance with Government Code section 1798.18 – 1798.22.

22. CPCFA and CARB shall coordinate to market the HDV Air Quality Loan Program throughout California to secure lenders to serve the trucking sector, and to educate heavy-duty diesel truck owners, truck dealers, and retrofit and equipment vendors on the program.

E. Selection of Trustee

CPCFA shall select and appoint a Trustee, which CARB will utilize to disburse and receive program and loans funds from borrowers, lenders, CARB and CPCFA.

EXHIBIT A
SCOPE OF WORK

F. CONTRACT REPRESENTATIVES

The Project Managers during the term of this Agreement will be:

Requesting Agency: CARB		Providing Agency: State Treasurer's Office	
Section/Unit:	Mobile Source Control Division	Section/Unit:	CPCFA
Name:	Eric Patton	Name:	~~Bianca Smith~~ **Doreen Smith**
Address:	1001 I Street, 5th Floor Sacramento, CA 95814	Address:	801 Capitol Mall, 2nd Floor Sacramento, CA 95814
Phone:	(916) 445-5001	Phone:	(916) 653-~~5408~~ **3993**
Email:	Eric.Patton@arb.ca.gov	Email:	~~bsmith@treasurer.ca.gov~~ **Doreen.Smith@treasurer.ca.gov**

Direct all Administrative inquiries to:

Requesting Agency: CARB		Providing Agency: State Treasurer's Office	
Section/Unit:	Mobile Source Control Division	Section/Unit:	CPCFA
Attention:	Eric Patton	Attention:	~~Tanjinder Kaur~~ **Nicholas Montalvo**
Address:	1001 I Street, 5th Floor Sacramento, CA 95814	Address:	801 Capitol Mall, 2nd Floor Sacramento, CA 95814
Phone:	(916) 445-5001	Phone:	(916) 653-~~8006~~ **6217**
Email:	Eric.Patton@arb.ca.gov	Email:	~~tajinder.kaur@treasurer.ca.gov~~ **Nicholas.Montalvo@treasurer.ca.gov**

Direct all inquiries to the Administrative Representatives.

The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

Borrower Name _____
Lender/ Participating Financial Institution _____
Lender Loan # _____

SECTION II
CalCAP ELIGIBILITY

By initialing on each line, the Borrower certifies to eligibility under CalCAP.

(a)_____ Borrower is a qualified business **as defined in the CalCAP regulations section 8078.22**. ~~and small business concern defined collectively as follows:~~

- ~~Health and Safety Code section 44559.1(i): "Qualified business" means a small business concern that meets both of the following criteria, regardless of whether the small business concern has operations that affect the environment:~~

  ~~(1) It is a corporation, partnership, cooperative, or other entity, whether that entity is a nonprofit entity or an entity established for profit that is authorized to conduct business in the state.~~
  ~~(2) It has its primary business location within the boundaries of the state.~~

- ~~Health and Safety Code section 44559.1(m): "Small business concern" has the same meaning as in Section 632 of Title 15 of the United States Code, or as otherwise provided in the regulations of the authority.~~

- ~~California Code of Regulations, title 4, section 8070©: "Qualified Business" and "Small Business Concern" means a business as set forth in Health and Safety Code Section 44559.1 subdivisions (i) and (m), that is not dominant in its field of operation, and that together with affiliates, has 500 or fewer employees.~~

(b)_____ Borrower obtained a loan that is for **a vehicle registered in California with the Department of Motor Vehicles.** ~~a business activity that has its primary economic effect in California defined as follows:~~

- ~~California Code of Regulations, title 4, Section 8070(o): "Primary economic effect in California" means, as applied to a business activity, that either of the following conditions exists:~~

  ~~(1) At least 51 percent of the total revenues of the business activity are generated in California; or~~
  ~~(2) At least 51 percent of the total jobs of the business activity are created or retained in California.~~

(c)_____ Borrower agrees to allow the participating financial institution to provide information from financial records of the Borrower upon request of the Executive Director of CPCFA.

(d)_____ Borrower has no legal, beneficial, or equitable interest in the fees or the contribution.

(e)_____ Borrower does not have a total enrolled principal amount in excess of $2,500,000 at any CalCAP participating financial institution over a three (3) year period.

(f)_____ Borrower has secured or made application for all applicable licenses or permits needed to conduct its business.

(g)_____Borrower has received CPCFA's CalCAP/CARB Privacy Notice dated December 5, 2018.

(h)_____Borrower is not: an executive officer, director or principal shareholder of the lender/ participating financial institution; a member of the immediate family of those individuals; or a related interest of those individuals.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

2. Prompt Payment Clause

A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, and Title 2 of the Government Code of the State of California.

3. Funding Disbursement for ~~$25,600,000 ($25.6 Million)~~ $73,600,000 ($73.6 Million)

A. CARB will transfer the amount of ~~**$25,600,000 ($25.6 Million)**~~ **$73,600,000 ($73.6 Million)** to CPCFA upon signing of this Interagency Agreement by both parties and upon receipt of an Invoice(s) for Fund Transfer from CPCFA. For accounting purposes, all Invoices for Fund Transfer will contain the following accounting codes: **PCA Code: 80008; Source Code: 2999000; Controller Fund #: 0930.001.** All fund transfers to CPCFA shall occur before ~~**June 30, 2020**~~ **June 30, 2021**.

B. CPCFA will deposit the funds in accounts established at its Trustee Bank: 1) an interest-bearing CARB Program Account to provide funds for lenders' CARB loan loss reserve accounts; 2) an interest-bearing CARB Cost Account; and ~~3) a CARB specific interest sweep account; 4) a Small Business Assistance Fund ("SBAF") Loan Account; 5) a SBAF specific interest sweep account; and 6)~~ **3) a CARB Recapture Account**. Deposits into the CARB Cost Account shall come from funds transferred from the CARB Program Account and the CARB Recapture Account necessary to cover CPCFA's administrative costs not to exceed seven percent (7) of the total funds provided to or recaptured by CPCFA under this Agreement, plus travel and marketing costs ~~approved by CARB,~~ **and CPCFA's authorized collection of interest earned on each lender's CARB loan loss reserve account as well as interest earned on funds held in the CARB Program Account prior to transfer to a lender's CARB loan loss reserve account**. Interest generated from funds held in the CARB Cost Account shall remain in the CARB Cost Account. ~~Deposits into the CARB Interest Sweep Account shall come from: CPACFA's authorized collection of interest earned on each lender's CARB loan loss reserve account; interest earned on funds held in the CARB Program Account prior to transfer to a lender's CARB loan loss reserve account. Interest collected in the Interest Sweep Account may be swept annually and transferred back to the CARB Program Account to use as program funds. Deposits into the SBAF Loan Account will~~

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~~come from funds loaned and deposited by CPCFA to cover program costs when CARB funds are unavailable. All interest earned in the SBAF Loan Account will be swept into the SBAF specific interest sweep account and will be returned to CPCFA.~~

C. In the event of a temporary shortfall in revenue into the AQIP Fund precluding full disbursement from CARB to CPCFA prior to ~~**June 30, 2020,**~~ **June 30, 2021,** upon written request by CARB's Executive Officer, CPCFA in its discretion may agree to a bridge loan of funds from its Small Business Assistance Fund (SBAF) into an interest-bearing CARB SBAF Loan Account established at the Trustee Bank. The maximum outstanding balance of the loan shall not exceed $5,000,000 ($5 million), or the difference between ~~**$25,600,000 ($25.6 Million)**~~ **$48,000,000 ($48 Million)** and the total amount disbursed by CARB, whichever is less, at any given time. This will be a zero interest loan. All monies loaned by CPCFA to the HDV Air Quality Loan Program will be repaid first in full by the CARB when AQIP funds become available. Interest earned on the funds in the CARB SBAF Loan Account shall be repaid to CPCFA on a quarterly basis.

D. After a lender has enrolled an eligible loan in the program, CPCFA shall approve the transfer of funds from the CARB Program Account~~, or the CARB SBAF Loan Account if appropriate,~~ to a lender's CARB loan loss reserve account to cover the eligible premiums of the borrower, lender, and CPCFA as provided in Exhibit A, Section D(8).

E. CPCFA has established regulatory procedures (California Code of Regulations, title 4, Section 8078.22) to recapture contribution funds from a lender's loss reserve account. Annually upon maturation of enrolled loans recaptured funds shall be deposited in the CARB Recapture Account for use into support future contributions for eligible loans and administrative costs. Recapture is not applicable to the contributions for loans which have defaulted or were charged-off. Existing loans will be covered up to the previously approved covered term of the loan. CPCFA shall be authorized to withdraw an amount not to exceed seven percent (7) of the recaptured funds to cover administrative expenditures.

4. Account Interest Earnings and Maintenance Fees

A. CARB funds shall be maintained in interest-bearing accounts as described in the Scope of Work (Exhibit A). Interest generated from funds held in the CARB Program Account, and in the CARB Recapture Account shall be deposited quarterly in the CARB Cost Account maintained by the Trustee.

B. Interest collected from each lender's CARB loan loss reserve account through CPCFA's authorized collection procedures shall be deposited, at a minimum, annually in the CARB Cost Account maintained by the Trustee.

C. Interest generated from funds held in the CARB Cost Account shall remain in the CARB Cost Account.

D. Funds held in the CARB Cost Account shall be used to cover Trustee costs related to maintaining the CARB Program Account, CARB SBAF Loan Account and the CARB Cost Account, other Trustee costs related to the maintenance and management of funds and accounts under this interagency agreement, and CPCFA's approved administrative, travel and marketing costs.

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5. Unused Funds

A. In order to reconcile expenditures by the end of the Interagency Agreement term, CPCFA shall provide CARB a report on unused funds, including interest, in the CARB Program Account, in the CARB Recapture Account, and in the CARB Cost Account maintained by the Trustee three (3) months prior to the end of this Interagency Agreement.

B. When Interagency Agreement Number 13-606 is terminated, CPCFA and CARB agree that funds previously transferred to CPCFA under Interagency Agreement Number 13-606, including interest, that have not been transferred to a lenders CARB loan loss reserve account, or have not been used to cover costs related to maintaining the CARB Program Accounts or CPCFA costs for administration of the HDV Air Quality Loan Program under Interagency Agreement Number 13-606 shall be used for the purpose of the HDV Air Quality Loan Program described in the Scope of Work (Exhibit A) in this Agreement. CPCFA and CARB anticipate executing an amendment to this Agreement to increase the maximum amount of this Agreement, so that the funds previously transferred under Interagency Agreement Number 13-606 can be transferred for use under this Agreement.

C. **CPCFA shall transfer the current balance, including any accrued interest, available in the CARB Program, Cost, and Recapture Accounts established for the Interagency Agreement 13-606 (up to $37,000,000.00) into the respective CARB Program, Cost, and Recapture Accounts established for the Interagency Agreement 18MSC004 to use the funds for the purpose of the HDV Air Quality Loan Program described in the scope of work (Exhibit A) in this Agreement.**

D. CPCFA and CARB agree that funds, including interest, that have not been transferred to a lender's CARB loan loss reserve account, or have not been used to cover costs related to maintaining the CARB Program Account, CARB SBAF Loan Account or CPCFA costs for administration of the HDV Air Quality Loan Program, will remain in the respective account at the Trustee until CARB requests transfer to another designated account for HDV air quality loan programs, or authorizes the use of the funds for another HDV air quality loan program under an amended or separate Agreement, or requests the return of the funds.

6. Requests for Payments

A. Upon receipt of quarterly Requests for Payment (See Exhibit B, Attachment 1), CARB shall authorize CPCFA to withdraw funds from the CARB Cost Account to cover Trustee costs related to maintaining the two CARB-designated accounts, and for administration of the HDV Air Quality Loan Program. CPCFA shall be authorized to withdraw an amount not to exceed seven percent (7) of the total funds provided to or recaptured by CPCFA under this Agreement. Travel costs and Marketing costs will be submitted on the quarterly Requests for Payment, and may be in excess of the seven (7) percent Trustee and Administrative costs but shall not exceed $5,000.00 per quarter without prior written consent from CARB.