




air pollution control district
SANTA BARBARA COUNTY

Agenda Item: E-5
Agenda Date: May 20, 2021
Agenda Placement: Admin
Estimated Time: N/A
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Alex Economou, Air Quality Specialist, (805) 961-8894

SUBJECT: South Central Coast California Electric Vehicle Infrastructure Project (CALeVIP)

RECOMMENDATION:

Consider recommendations as follows:

1. Approve the allocation of \$100,000 from the District's Clean Air Fund in Fiscal Year 2020-21 to the South Central Coast California Electric Vehicle Infrastructure Project; and
2. Approve and authorize the Chair to execute the attached Incentive Program Implementation Services Agreement with Center for Sustainable Energy, which identifies \$3,450,000 in California Energy Commission funding for the Santa Barbara County region as part of the South Central Coast Incentive Project and includes the District providing matching funds of \$100,000 per year for three years, contingent on annual Board approval.

BACKGROUND:

CALeVIP Charging Infrastructure Incentive Program

The California Electric Vehicle Infrastructure Project (CALeVIP) is an incentive program focused on rapid expansion of electric vehicle (EV) charging infrastructure in targeted regions of California. CALeVIP is partially funded by the California Energy Commission's (CEC) Clean Transportation Program, which to date has allocated up to \$200 million to help address regional needs for EV charging stations throughout the state. The program is administered by the Center for Sustainable Energy (CSE), a nonprofit organization that promotes clean energy programs and

Aeron Arlin Genet, Air Pollution Control Officer

provides technical advisory services. The goal of CALeVIP is to implement targeted incentive projects based on a region's needs and accelerate the installation of EV charging stations throughout California. CALeVIP is a streamlined incentive program that provides rebates for the installation of either Level 2 charging stations (charge rate of approximately 3+ kW/hr) or direct current fast chargers (DCFC, charge rate of approximately 50+ kW/hr). More information about CALeVIP can be found at calevip.org.

In January 2020, the District presented an overview of CALeVIP to your Board¹ and in February 2020, the District submitted an application for a regional CALeVIP incentive project along with other South Central Coast partners. The application included a tentative commitment of District funds, contingent on approval by your Board.

The District has a long history of working closely with partners in the tri-county region on electric vehicle planning and implementation. The District is a member of the Electric Drive 805 coalition's steering committee which includes the Community Environmental Council, Central Coast Clean Cities Coalition, Ventura County Regional Energy Alliance and the Air Pollution Control Districts of Ventura, Santa Barbara, and San Luis Obispo Counties. The South Central Coast CALeVIP application was a joint effort involving the steering committee members of the Electric Drive 805 coalition as well as Central Coast Community Energy (3CE), Clean Power Alliance, and the County of Santa Barbara Community Services Department.

One of the objectives of the Electric Drive 805 coalition is to support the State's goals to deploy zero-emission vehicles and charging infrastructure in California. Former Governor Brown issued executive orders calling for 1.5 million zero-emission vehicles in California by 2025, 5 million zero-emission vehicles by 2030, and 250,000 zero-emission vehicle chargers, including 10,000 DCFCs, by 2025.² These milestones were further bolstered in 2020 when Governor Newsom issued Executive Order N-79-20, which calls for all new cars and passenger trucks sold in California to be zero-emission vehicles by 2035. Transitioning to zero-emission vehicles is a critical component of the California Air Resources Board's Draft 2020 Mobile Source Strategy to reduce emissions of criteria pollutants, greenhouse gases, and toxics.³

Since 2012, the District has provided over \$1.1 million in grant funds to help purchase and install 182 Level 2 charging stations and 10 DC fast chargers throughout the County. As of April 30, 2021, there are a total of 290 Level 2 charging stations and 35 DC fast chargers that are available for public use in Santa Barbara County.⁴

The District's Clean Air Fund

The District's Clean Air Fund was established by the District Board in March 2019 with Resolution 19-03 and is funded by Notice of Violation revenues for projects undertaken by the District and/or third parties that are designed to provide air quality and human health benefits to the Santa Barbara County Community, consistent with the District's mission. The Clean Air

¹ www.ourair.org/wp-content/uploads/2020-01bd-i5.pdf

² Executive Orders B-16-12 and B-48-18

³ ww2.arb.ca.gov/sites/default/files/2020-11/Draft_2020_Mobile_Source_Strategy.pdf

⁴ California Energy Commission (2021). California Energy Commission Zero Emission Vehicle and Infrastructure Statistics. Data last updated April 30, 2021. Retrieved May 4, 2021 from www.energy.ca.gov/zevstats

Fund allows the District to implement and/or support projects that do not meet traditional grant program guidelines, such as the Carl Moyer Program guidelines.

DISCUSSION:

CALeVIP Funding

In Spring 2020, the District was informed that SCCIP funding would be tentative due to the impacts of COVID-19 on the State's budget and would be contingent on a Budget Change Proposal that was requested by the CEC. In September 2020, Senate Bill 115 was approved as a Budget Bill, and included additional appropriations for CALeVIP in the State's FY 2020-21 Budget. In December 2020, the CEC announced that four new CALeVIP projects were planned to launch in 2021, including the South Central Coast Incentive Project (SCCIP) in San Luis Obispo, Santa Barbara, and Ventura counties. Table 1 below provides a summary of the planned 2021 CALeVIP projects.

Table 1 – Planned 2021 CALeVIP Incentive Projects

Region	Counties	CEC Funding	Technologies
Inland Counties	Butte; El Dorado; Imperial; Kings; Merced; Napa; Nevada; Placer; Solano; Stanislaus; Sutter; Tulare; and Yolo	\$17.5 million	Level 2 & DCFC
South Central Coast	San Luis Obispo; Santa Barbara; and Ventura	\$7.1 million	Level 2 & DCFC
Alameda County	Alameda	\$14.5 million	Level 2 & DCFC
Southern California	Los Angeles; Orange; Riverside; and San Bernardino	\$22 million	Level 2

CALeVIP regional projects are co-funded by CEC and local partners, and CEC funds are allocated using a gap analysis of the EV charging infrastructure that will be needed in a region to support the State's zero-emission vehicle goals. The need is projected using the Electric Vehicle Infrastructure Projection (EVI Pro) tool, developed by the National Renewable Energy Lab and CEC. The infrastructure gap for Santa Barbara County by 2025 is estimated to be 716 Level 2 charging stations and 126 DCFC stations. To help close this gap, CEC will fund 50% of the Level 2 and 30% of the DCFC charging station needs in the South Central Coast region.

In Santa Barbara County \$4.9 million will be earmarked for charging station projects from CEC, the District, and 3CE. This includes \$1,450,000 in CEC funding for Level 2 charging stations and \$2,000,000 for DCFC stations. 3CE intends to dedicate \$1,410,495 to the project, and the District will provide \$300,000 in funds for the SCCIP over a 3-year period (Attachment 1). Table 2 shows the combined South Central Coast Incentive Project funding from CEC and local partners, as well as the estimated number of new EV charging stations that will be funded. Funding levels are tentative until all participating partners have received necessary approvals.

Table 2 – South Central Coast Incentive Project Tentative Funding & Number of New EV Charging Stations⁵

County	Level 2 Funding	Level 2 Chargers	DCFC Funding	DCFC	SCCIP Total Funding
San Luis Obispo	\$ 824,575	206	\$ 1,483,645	30	\$ 2,308,220
Santa Barbara	\$ 1,450,000	363	\$ 3,489,925	70	\$ 4,939,925
Ventura	\$ 2,873,000	718	\$ 1,900,000	38	\$ 4,773,000
Total	\$ 5,147,575	1287	\$ 6,873,570	137	\$ 12,021,145

Program Implementation

CSE expects to launch the South Central Coast Incentive Project in July 2021. EV charging station rebates will be processed on a first come, first served basis until all funding is expended. Applicants for Level 2 charging stations will be eligible to receive a base rebate of up to \$3,500 per connector, with an additional \$500 if the site is located in a disadvantaged community (DAC) or Assembly Bill 1550 low-income community (LIC) and an additional \$2,000 if the site is a multi-unit dwelling. Applicants for DCFC stations will be eligible to receive a base rebate of up to \$30,000 per DCFC connector with a power level between 50 kilowatts (kW) – 99.99 kW and up to \$60,000 per DCFC connector with a power level greater than 100 kW. Applicants for DCFC stations will be eligible for an additional \$10,000 if the site is located in a DAC or LIC. A minimum of 50% of incentive funds for the SCCIP will be reserved for projects that are located in DACs or LICs.

Recommended Actions

Staff recommendations are to allocate \$100,000 from the District’s Clean Air Fund to the SCCIP and to authorize the Chair to execute the attached Incentive Program Implementation Services Agreement with CSE. CALeVIP is a voluntary incentive program that will reduce emissions from mobile sources in Santa Barbara County by leveraging limited local funds with California Energy Commission funds to greatly increase electric vehicle charging infrastructure in the region. Emissions from mobile sources represent approximately 43% of ozone precursor emissions in onshore Santa Barbara County⁶ and building out the charging infrastructure to support the adoption of electric vehicles can reduce criteria pollutant, toxics, and greenhouse gas emissions. In addition to leveraging State funds, the SCCIP will reduce District staff time in allocating the funds by contracting with the Center for Sustainable Energy to design and administer the incentive program. The SCCIP will benefit the community by providing funding for level 2 charging stations at a variety of sites including workplaces, multi-unit residences, and commercial centers, and by providing funding for DCFC stations at destination locations such as retail shopping centers, grocery stores, and along travel corridors at locations that will support longer distance and commute trips.

Leading up to CSE’s launch of the SCCIP in July, a public workshop will occur later this Spring to discuss CALeVIP requirements and answer questions. Once the launch date and rebate application materials have been finalized, the District, CSE, and other partners will conduct

⁵ Estimates, assuming average rebates of \$4,000 for Level 2 chargers and \$50,000 for DCFC.

⁶ SBCAPCD 2019 Ozone Plan

targeted outreach to site hosts throughout the County to increase awareness about CALeVIP and make sure that potential applicants have ample time to prepare their applications.

FISCAL IMPACT:

With the recommendations above, the District would dedicate \$300,000 to the South Central Coast Incentive Project over three years, contingent on receiving annual Board approval of a \$100,000 per year funding level. Last year, in anticipation of the approval of the SCCIP, a first year CALeVIP contribution of \$100,000 was included in the District's Fiscal Year 2020-21 budget, with funding coming from the Clean Air Fund Program. In anticipation of the Board's approval of the recommended actions, the second year's commitment is included in the District's proposed budget for Fiscal Year 2021-22. A funding commitment for the third year of the SCCIP will be included in the subsequent fiscal year budget proposal. Of the \$300,000 that is proposed to dedicate to the SCCIP, 7% (\$21,000) of the total funds would go towards program administrative fees assessed by CSE, with the remaining 93% (\$279,000) of funds going towards incentive projects in the form of rebates.

ATTACHMENT:

1. Incentive Program Implementation Services Agreement, including Exhibits:
 - A. Scope of Work
 - B. Payment Terms

ATTACHMENT 1

Incentive Program Implementation Services Agreement, including Exhibits

May 20, 2021

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

INCENTIVE PROGRAM IMPLEMENTATION SERVICES AGREEMENT

This Incentive Program Implementation Services Agreement (including Exhibit A (*Scope of Work*), this “**Agreement**”) is entered into as of May 20, 2021 (“**Effective Date**”) by and between Center for Sustainable Energy, a California nonprofit public benefit corporation recognized as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of the United States (“**CSE**”) and Santa Barbara County Air Pollution Control District (“**Client**”, or “**Entity**”).

RECITALS

WHEREAS the California Energy Commission (“**CEC**”) approved funding for and designated CSE to design and implement up to \$200 million in electric vehicle charger incentive projects throughout California (“**CALeVIP Funding**”) and CSE has accepted the CALeVIP Funding under the terms and conditions of that certain Grant Agreement (ARV-16-017) effective as of June 27, 2017 (the “**Grant Agreement**”).

WHEREAS CEC has authorized CSE to deploy a portion of CALeVIP Funding (the “**CEC Funds**”), of \$3,450,000, towards an incentive program with the Client in Santa Barbara County, as part of the South Central Coast Incentive Project (the “**SCCIP**”).

WHEREAS Client desires to promote more rapid deployment of public and private infrastructure that will accelerate adoption of electric vehicles in Santa Barbara County, Client intends to dedicate a maximum of \$300,000 over the term of this Agreement, with a per year funding commitment of \$100,000, contingent on Board approval. Funding (the “**Client Funds**”) will be identified and allocated by the Santa Barbara County Air Pollution Control District Board. Monies are intended to be used to fund incentive payments that will be paid to public and private property owners and business owners that install electric vehicle chargers that meet specific standards in Santa Barbara County, all in connection with the incentive payment project to be developed and administered under this Agreement for the SCCIP. Client Funding is contingent on SCCIP receipt no later than at that start of the Project launch.

WHEREAS Client desires to hire CSE to develop and administer the SCCIP in consideration of payment of a fee in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments contained in this Agreement, together with all exhibits, CSE and Client (each a “**Party**” and together, the “**Parties**”) agree as follows:

1. FUNDING COMMITMENT

Client acknowledges and agrees that CSE is relying on funding commitments from Client. Subject to the terms and conditions of this Agreement **Client Funds** will be identified and allocated by the Santa Barbara County Air Pollution Control District Board. Monies are intended to be used to fund incentive payments that will be paid to public and private property owners and business owners that install electric vehicle chargers that meet specific standards in Santa Barbara

County, all in connection with the incentive payment project to be developed and administered under this Agreement for the SCCIP. Client Funding is contingent on SCCIP receipt of \$3,450,000 of CEC Funds no later than at the start of the Project.

2. SERVICES.

2.1. **General.** Subject to the terms and conditions of this Agreement and in consideration of the proper payment by Client of the Implementation Fee (as defined herein) and any other amounts required to be paid by Client hereunder, including without limitation the payment of Client Funds to fund incentive payments, CSE shall provide Client with certain program development, marketing, digital media, branding, software, management, incentive payment application review and administration, disbursement of incentive payments, data collection and reporting and other services, including modifications thereto (collectively, the “**Services**”) as described in Exhibit A (the “**Scope of Work**”) and CSE shall provide works created for Client, and all materials, information and deliverables prepared or developed as a result of or in connection with the Services, including any trademarks, information, content, processes, methodologies, products, goods, services, software, materials, rights, and/or data, including all intellectual property rights therein, provided to Client (other than the Client Materials and Client Data, each as defined below) and any modifications thereto (collectively, “**Deliverables**”).

2.2. **Standard of Performance.** CSE shall use commercially reasonable efforts to provide the Services in accordance with the standards, practices and procedures established by CSE for its own operations, unless otherwise expressly provided in this Agreement. CSE shall comply with all laws, regulations, rules and orders applicable to CSE regarding the Services provided hereunder.

2.3. **Project Representatives.** Each Party designates the individual identified in the Scope of Work as its designated representative for coordination and cooperation in connection with the Services, who shall confer regarding the status of the Services at a mutually agreed-upon minimum frequency, and have such other responsibilities as set forth in the Scope of Work.

2.4. **Client’s Obligations.** Client acknowledges that Client’s timely provision of (and CSE’s access to) Client facilities, equipment, assistance, cooperation, and complete and accurate information and data from Client’s officers, agents and employees (“**Cooperation**”) is essential to the performance of the Services, and that CSE shall not be liable for any deficiency in performing the Services if such deficiency results from Client’s failure to provide full cooperation as required hereunder. Cooperation includes, but is not limited to, designating a Project Representative to interface with CSE during the course of the Services, allocating and engaging additional resources as required to assist CSE in performing the Services, and providing all other necessary assistance as required hereunder.

2.5. **Relationship of the Parties.** Each Party is an independent contractor under this Agreement and nothing herein shall be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party.

2.6. **Territory.** The Services and Deliverables will be provided and accessible solely within Santa Barbara County in the State of California and other areas in the State of California where Client has legal authorization to serve its residents (the “**Territory**”).

3. **INTELLECTUAL PROPERTY RIGHTS.**

A. **Licensed Services and Deliverables.** Entity shall have a limited, non-exclusive, non-sublicensable and non-transferable right during the Term to access and use the Services and Deliverables within the Territory, subject to the terms and conditions of this Agreement. The Services and Deliverables may be used by the Entity only in connection with the South Central Coast Incentive Project. Entity shall have no right to copy, in whole or in part, the Services and Entity shall not, and shall permit no third party to, modify, adapt, translate, reverse engineer, decompile, disassemble, sublicense, redistribute, resell, rent, lease, remove any copyright or other proprietary notice from, or create derivative works based on the Services, or extract any component thereof for use with any other systems, applications, data or materials, or use or reproduce any part of the Services in source-code format. Further, Entity shall not access, use or exploit the Services or Deliverables (in whole or in part) in order to build, develop (or commission the development of), or consult upon any product or service which competes (directly or indirectly) with the Services. Entity agrees that its access to and use of any software components, data, applications and/or related materials owned and controlled by third parties that interoperate with or are otherwise made available in connection with the Services (collectively, “**Third Party Materials**”) may be subject to separate terms and conditions as may be imposed from time to time by the third party involved. Entity shall be solely responsible for obtaining and maintaining all necessary licenses, consents and permissions to access and use Third Party Materials and complying with all terms and conditions relating thereto.

B. **Ownership of Services and Deliverables.** Except for the license to access and use the Services and Deliverables expressly granted to Entity under this Agreement, Contractor retains all right, title and interest in the Services and Deliverables, whether as individual items or a combination of components and whether or not the Services are completed, regardless of any participation or collaboration by Entity in their design, development or implementation. Contractor has the sole right to obtain, hold and renew in its own name and for its own benefit, any patents, copyrights, registrations and other similar intellectual property and proprietary rights protections regarding any Services and Deliverables. Entity shall reasonably cooperate with Contractor and execute all documents necessary to enable Contractor to perfect, preserve, register and record its rights in the Services and Deliverables. Except for the limited rights and licenses granted to Entity under this Agreement, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the Services and Deliverables or any of Contractor’s rights or interests therein. All rights not expressly granted to Entity hereunder are reserved by Contractor.

C. **Client Materials.** Client shall reasonably cooperate with CSE in the performance of the Services, including by promptly providing CSE with all Client and third party trademarks, trade names, service marks, logos, names, and distinctive identification (collectively, “**Client Trademarks**”), information, materials, data, images and content required to perform the Services (collectively, “**Client Materials**”). Client hereby grants to CSE a non-exclusive, non-sublicensable, and non-transferable right and license to use the Client Materials and Client Trademarks as provided by Client to CSE hereunder solely in connection with the development

and creation of the Deliverables and performance of the Services. All goodwill resulting from CSE's use of the Client Trademarks shall inure to the benefit of Client. Without limiting the foregoing, Client hereby grants to CSE a non-exclusive, non-sublicensable, non-transferable right and license to use any data inputted or uploaded by Client in connection with the Services and any data generated from Client's use of the Services, including information and data regarding Client's customers (collectively, the "Client Data") in connection with the performance of the Services. As between Client and CSE, Client retains all right, title and interest in the Client Materials, Client Trademarks and Client Data, except for the limited rights and licenses granted to CSE under this Agreement.

D. Use of Data. Client hereby grants to CSE a non-exclusive, irrevocable, perpetual, royalty-free, worldwide right and license to use the Client Data (i) for data analysis and market research purposes, (ii) to improve and enhance the Services and for other development, diagnostic and corrective purposes, (iii) to disclose such data to CEC as required under the Grant Agreement, and (iv) to disclose such data solely in aggregate or other de-identified form in connection with its business, including for benchmarking purposes and providing market reports and studies to third parties.

4. DATA SECURITY. CSE shall implement appropriate technological, physical and administrative safeguards designed to protect the Client Data from unauthorized access, use or disclosure. Such safeguards shall include measures designed to prevent access, use, modification or disclosure of Client Data by CSE personnel except (a) to provide the Services, (b) as authorized by this Agreement, including, without limitation, as required by applicable law, or (c) as otherwise authorized by Client in writing.

5. ADMINISTRATIVE FEE AND INCENTIVE FUNDS

5.1. Payment of Administrative Fee and Incentive funds shall be made in accordance with Exhibit B. Administrative Fees are defined as monies that Client pays to CSE to develop and administer the SCCIP. Incentive Funds are defined as monies that are used to fund incentive payments that will be paid to public and private property owners and business owners that install electric vehicle chargers.

5.2. Taxes. The Implementation Fee and other amounts required to be paid by Client hereunder do not include, and Client agrees to pay, or reimburse CSE for all federal, state, local or other taxes, including, without limitation, sales, use, excise and property taxes, or amounts levied in lieu thereof, based on charges required under this Agreement; *provided that* Client shall have no responsibility for taxes imposed on CSE's net income by any taxing authority.

6. LIMITED WARRANTY. CSE warrants to Client that the Services will be performed in a professional and workmanlike manner and in accordance with the specifications provided in the Scope of Work in all material respects. In the event of a breach of the warranty set forth in this Section 6, CSE agrees, as CSE's sole and exclusive obligation and Client's sole and exclusive remedy, to use commercially reasonable efforts to re-perform the defective Services or to modify or correct the defective Deliverable, as applicable, at its sole costs and expense.

7. REPRESENTATIONS AND WARRANTIES.

7.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right, power and authority to enter into this Agreement and to perform the acts and grant such rights required of it under this Agreement, (b) the execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary organizational governance action and violates no applicable law to which it is subject; (c) the execution of this Agreement and performance of its obligations under this Agreement do not and shall violate no other agreement to which it is a party and (d) this Agreement constitutes the legal, valid and binding obligation of such Party when executed and delivered by each Party.

7.2. **Client Materials and Trademarks.** Client represents and warrants that (a) it owns the Client Materials and Client Trademarks and/or controls all necessary rights and licenses required for CSE's use of the Client Materials and Client Trademarks as set forth in this Agreement, (b) the Client Materials and Client Trademarks, and CSE's use thereof as contemplated hereunder, shall violate no applicable laws or misappropriate, violate or infringe upon the intellectual property, privacy, publicity or other proprietary rights of any third party, and (c) the Client Materials shall not contain any content that is false, misleading, defamatory or obscene.

7.3. **No Other Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES AND THE PARTIES HEREBY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING ANY SERVICES (INCLUDING THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY PARTICULAR RESULT WILL BE OBTAIN BY USE OF THE SERVICES), DELIVERABLES, INFORMATION, CONTENT, PRODUCTS OR MATERIALS FURNISHED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1. **Mutual Indemnification.** Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold the other Party (the "**Indemnified Party**"), harmless, at the Indemnifying Party's own cost and expense, from and against any and all liabilities, losses, damages, injuries, judgments, amounts paid in settlement, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to any third party claim resulting from any material breach of any of the Indemnifying Party's representations or warranties specifically set forth in Article 7 of this Agreement. The Indemnifying Party shall solely conduct the defense of any such claim and all negotiations for its settlement; *provided that* (a) no settlement shall be agreed to without the Indemnified Party's prior written approval, and (b) the Indemnified Party may participate, at its own expense, in the defense and/or settlement of any such claim to protect its own interests.

8.2. **Infringement Indemnification.** CSE shall hold Client harmless from liability to third parties resulting from any claim that the Services infringe the United States patent or copyright of any third party, and will indemnify Client from any damages, reasonable attorney

fees and costs finally awarded against Client as a result of such claim provided CSE is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Any settlement of such claim must be preapproved in writing by CSE. The foregoing obligations do not apply regarding portions or components of the Service (i) not supplied by CSE, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by CSE, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by CSE to be infringing, CSE may, at its option and expense (a) replace or modify the Service to be non-infringing; *provided that* such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the applicable Services.

8.3. Limitations of Liability. EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS IN ARTICLE 8, OR A PARTY'S GROSS NEGLIGENCE OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, OR LOSS OF DATA, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CSE'S TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) EXCEED THE TOTAL FEES PAID BY CLIENT HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO SUCH CLAIM, EXCLUDING AMOUNTS PAID BY CLIENT TO CSE FOR PRODUCTS AND SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS UNDER THE SCOPE OF WORK FOR PRODUCTS, WHICH AMOUNTS ARE PAID OR PAYABLE BY CSE TO SUCH THIRD PARTY SERVICE PROVIDERS FOR SUCH PRODUCTS OR SERVICES.

9. CONFIDENTIAL INFORMATION.

9.1. Handling of Confidential Information. Subject to Section 9.2 each Party (each a "**Receiving Party**") agrees not to disclose to third parties Confidential Information received from the other Party ("**Disclosing Party**") and to not use such Confidential Information for its own benefit or the benefit of any other party, except in furtherance of the CC Incentive Program or the SCCIP. "**Confidential Information**" means information related to the business of the other Party, including without limitation, the terms and conditions of this Agreement, all business plans, technical information or data, product ideas, methodologies, algorithms and analytical routines, software, and all personnel, customer, suppliers, contracts and sale, financial and other information, ideas, materials or other subject matter of such Party, whether disclosed orally, in writing or otherwise, that is provided by Disclosing Party to the Receiving Party clearly marked

as confidential or that would reasonably be understood to be considered confidential under the circumstances.

9.2. **Non-Disclosure.** Neither Party shall disclose Confidential Information of the other Party to any person, firm or enterprise, unless authorized by the other Party in writing, except that each Party may disclose such Confidential Information (a) to its employees, agents, sub-contractors, advisors and consultants with a legitimate need to know the same, (b) to CEC and *Entity* who may be under no obligation to maintain confidentiality of Confidential Information and (c) pursuant to applicable law, rule or regulation or compulsion of proper judicial or other legal process. Each Party also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, and shall take reasonable measures to restrict access to such information while in such Party's possession, to those employees needing such information to perform the work described herein, *i.e.*, on a "need to know" basis. Each Party agrees to immediately notify the other Party in writing if such Party determines or has reason to suspect a breach of this requirement has occurred.

9.3. **Grant Agreement.** Nothing in this Article 9 shall prohibit CSE from complying with its obligations under the Grant Agreement.

9.4. **Return or Destruction of Confidential Information.** Upon termination or expiration of this Agreement, upon request of the Disclosing Party to such effect, the Receiving Party shall return to the Disclosing Party or confidentially destroy (and certify such confidential destruction in a form reasonably acceptable to the Disclosing Party) all Confidential Information of such Disclosing Party, all documents and media containing such Confidential Information and any copies or extracts thereof. Upon written request by the Disclosing Party, the Receiving Party shall promptly cease, and shall cause its recipients to cease, use of such Confidential Information and any information or materials that contain, incorporate or are derived from such Confidential Information.

9.5. **Exceptions.** Information shall not be Confidential Information if it is: (w) already known free of restriction at the time it is obtained by the Receiving Party, (x) subsequently learned by the Receiving Party from a third party without breach of this Agreement, (y) is or becomes publicly available through no fault, default or breach of or by the Receiving Party or (z) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.

9.6. **Remedies.** Each party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which remedies at law would be inadequate. Accordingly, each party (as Receiving Party) agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder regarding the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

10. TERM; TERMINATION RIGHTS.

10.1. **Term.** This Agreement shall commence as of the Effective Date and shall continue until all of the Administrative Fee has been paid in full and all remaining Client Funds have been utilized towards funding approved incentive payment applications, unless terminated earlier in accordance with the provisions set forth herein (“**Term**”), but no later than December 31, 2024.

10.2. **Termination for Material Breach.** If any material breach of this Agreement by a Party occurs (excluding a failure to pay), the other Party may terminate this Agreement by giving 90 days’ written notice thereof; *provided that* such termination shall not be effective if the breach of which the breaching Party has been notified has been cured prior to the expiration of said 90 days.

10.3. **Termination for Breach of Payment Obligations.** Notwithstanding anything to the contrary in this Agreement, if Client fails to pay the Implementation Fee (or portion thereof) when due, CSE may terminate this Agreement by giving ten days’ written notice of such non-payment; *provided that* such termination shall not be effective if Client remits all outstanding amounts of the Implementation Fee and accrued late charges to CSE prior to the expiration of said ten-day period.

10.4. **Termination for Insolvency.** Either Party may immediately terminate this Agreement upon written notice if the other Party (a) is adjudicated bankrupt or becomes insolvent, winds up or liquidates its business voluntarily or otherwise, (b) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), or (c) acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case under such bankruptcy laws.

10.5. **Effect of Termination; Survival.** If this Agreement terminates or expires, Client shall pay CSE for all Services performed and expenses incurred up through the termination or expiration date. Upon the expiration or termination of this Agreement, except for Sections 1.B, 1.C, and 1.D, and Articles 5, 8, 9, 11, and 12, which shall survive any termination or expiration of this Agreement, this Agreement shall become wholly void and of no further force and effect, and following such expiration or termination no Party shall have any liability under this Agreement to the other Party, except that each Party shall remain liable for any breaches of this Agreement that occurred prior to its expiration or termination.

11. GOVERNING LAW; DISPUTE RESOLUTION.

11.1. **Governing Law.** This Agreement shall be construed and enforced under the substantive laws of the State of California.

11.2. **Disputes.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the Parties shall use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such solution within sixty (60) days, upon notice by either Party to the other, such dispute, claim, question, or disagreement shall be submitted to binding arbitration under Section 11.3 below

11.3. Binding Arbitration

(a) Any dispute, claim, question, or disagreement that the Parties cannot resolve under Section 11.2 above shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, *provided that* a demand for arbitration shall not be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(b) The arbitration shall be conducted by a single arbitrator with experience in commercial matters. The arbitrator shall be chosen by agreement of the Parties within five (5) days after the request for arbitration is received pursuant to the above. If the Parties cannot agree on an arbitrator within such time, then the arbitrator shall be chosen under the AAA procedures from its panel of arbitrators with high technology commercial experience. Notwithstanding the process for choosing the arbitrator, an arbitrator shall be chosen within ten (10) days after the request for arbitration is received.

(c) The arbitration hearing shall be held in San Diego County, California, or at such other place that mutually agreed by the Parties and the arbitrator. The place of the arbitration hearing will be established within thirty (30) days from the request/demand for arbitration. The arbitration shall commence within twenty (20) days from the date the place of arbitration hearing is established, and the arbitration shall be concluded in not more than three (3) days unless otherwise ordered by the arbitrator.

(d) The arbitrator shall have no authority to issue an award contrary to the express terms of this Agreement or the laws of the State of California or applicable US Federal Law, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

(e) The Parties shall exchange all documents they intend to submit to the arbitrator for consideration and shall be entitled to conduct a reasonable number of witness depositions before the final arbitration hearing. The award on the hearing shall be made within fourteen (14) days after the close of the submission of evidence. An award rendered by the arbitrator shall be final and binding on the Parties to such proceeding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine issues of arbitrability and to award compensatory damages, but shall not have authority to award punitive or exemplary damages.

(f) Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any other remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief necessary to protect the rights or property of that Party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal’s determination of the merits of the controversy). The arbitrators shall award to the prevailing Party, if any, as determined by the arbitrator, all of its costs and fees. As used in this Section, “costs and fees” mean all reasonable pre-award expenses of the arbitration, including the arbitrators’ fees, administrative

fees of the arbitration, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

12. GENERAL.

12.1. **Assignment.** Neither Party may assign or transfer this Agreement, or any rights or obligations hereunder, to any other Party without the other Party's prior written consent and any attempt to do so shall be void *ab initio*; *provided that* without the consent of the other Party, a Party may make an assignment of this Agreement through merger, consolidation or sale of all or substantially all of such Party's assets.

12.2. **Delegation.** Notwithstanding Section 12.1 above, Client agrees that CSE may assign, subcontract or otherwise delegate any of its functions or duties to be performed hereunder to another qualified person or *Entity*, *provided that* such assignment, subcontract or delegation will not relieve CSE of its obligations under this Agreement. At Client's request CSE will provide notice of any such assignment, subcontract or other delegation.

12.3. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and delivered personally, mailed via an nationally recognized overnight courier or sent via email correspondence (with confirmation of receipt), to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified or upon confirmation of email receipt.

If to CSE:

Center for Sustainable Energy
3980 Sherman Street, Suite 170
San Diego, CA 92110
Attention: Notice Officer
E-mail: legal@energycenter.org

With a copy to (which shall not constitute notice):

Raghav Murali; raghav.murali@energycenter.org

If to Client:

Santa Barbara County Air Pollution Control District
Attention: Alex Economou
260 N. San Antonio Rd. Ste. A
Santa Barbara, CA 93110
Email: EconomouA@sbcapcd.org

12.4. **Force Majeure.** Notwithstanding anything to the contrary herein, except regarding a Party's payment obligations, neither Party shall be in breach of this Agreement or incur any liability to the other in connection with any failure to perform any of its obligations hereunder to the extent that performance of such obligations is prevented or materially hindered by reason of

strikes, lockouts, restrictive governmental or judicial orders or decrees, riots, insurrection, war, acts of God or any other reason or event reasonably beyond such Party's control.

12.5. **Miscellaneous.** If any part of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired. No amendment, modification, course of conduct or supplement to this Agreement shall be binding upon the Parties unless made in writing and duly signed by both Parties. No waiver, failure or delay in enforcing any provision, exercising any option or requiring any performance may be construed to be a continuing waiver or a waiver of that or any other provision in the future. The terms "include," "includes," and "including," whether or not capitalized, mean "include, but are not limited to," "includes, but is not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive. Captions of the Articles, Sections and sub-sections of this Agreement are intended solely for convenience and no provision is to be construed by reference to the caption of any Article, Section, or sub-section. Except as expressly stated herein, the Parties' respective rights and remedies as stated herein are cumulative and not to the exclusion of each other or of any other rights or remedies a Party may have hereunder or at law or in equity; a Party may decline to exercise any one or more of its rights and remedies as it may deem fit, without jeopardizing any other rights and remedies it may have hereunder or at law or in equity. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or *Entity* not a party to this Agreement.

12.6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device under which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

12.7. **Entire Agreement.** This Agreement (which includes Exhibit A) and any other exhibits or schedules attached hereto, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CENTER FOR SUSTAINABLE
ENERGY**

**SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT**

By: _____

By: _____

Name: _____
[Type or Print]

Name: _____
[Type or Print]

Title: _____

Title: _____

Exhibit A

SCOPE OF WORK

1. TASK 1: INCENTIVE PROJECT DESIGN

1.1. The goal of this task is to work with the *Entity* to design a targeted incentive project in the *Entity*'s region/jurisdiction.

1.2. Center for Sustainable Energy incentive design work will consist of:

(a) Research and analyze EV charger incentive project opportunities along the following parameters:

- i. Market opportunities to incentivize the deployment of EV chargers;
- ii. Expected or potential demand for EV chargers;
- iii. Currently available EV charger incentives relevant to proposed project;
- iv. Attainable Policy objectives (e.g., disadvantaged communities);
- v. Budget constraints and opportunities;
- vi. Funding source requirements;
- vii. Definition of applicant eligibility for incentive payment funded by the

Entity

viii. Other relevant project design variables that are developed in the course of the design sessions and included by amendment in this section 1.2(a).

(b) In consultation with the Entity, create a targeted incentive design covering:

- i. Geographic region targeted by the incentives;
- ii. Eligible sites definition (e.g., destination, workplace, multi-unit dwellings, corridors, low-income communities, disadvantaged communities);
- iii. Eligible applicant definition;
- iv. Minimum technical requirements for eligible EV charging equipment;
- v. Amount of incentive by type of EV charger;
- vi. Funding source(s) utilized for each type of incentive;
- vii. Total amount of incentive funding allocated to the project;

- viii. Incentive structure (e.g., incentive payment system disbursing incentives after chargers are installed, or other appropriate incentive);
- ix. SCCIP goals;
- x. Anticipated SCCIP roll-out and administration schedule;
- xi. Definition of charger data to be collected and methodology for collecting the data;
- xii. Application support services consisting of CSE staffed help desk to respond via phone and email to applicant eligibility and application process questions;
- xiii. Application documentation requirements;
- xiv. Internal processes and controls, processes and procedures to do the following: receive, handle, and account for and manage incentive funding, including funding from multiple sources; receive and evaluate incentive requests; effect payment for valid incentive payment requests; and provide monthly fiscal accounting and reporting to the *Entity*.

1.3. Deliverables:

- (a) Final Incentive Design Package to capture the results of work specified in Section 1.2, above.
- (b) Project Implementation Manual, consisting of
 - i. Eligibility requirements
 - (1) Equipment categories
 - (2) Equipment Eligibility Criteria
 - (3) Eligible costs
 - (4) Eligible Sites
 - (5) Incentive Payment amounts
 - (6) Maximum incentive payment limits per *Entity*
 - ii. Applicant Duties
 - (1) Applicant Requirements
 - (2) Research Participation
 - (3) Application Process

Exhibit A

- (4) Installation and operation requirements
- (5) Installation data
- (6) Usage data

2. TASK 2: DEVELOPMENT AND CONFIGURATION OF INCENTIVE PROCESSING WEBSITE

2.1. The goal of this task is to design, develop, configure and launch a robust, user-friendly project website.

2.2. The SCCIP Landing Page will include:

- (a) A funding visualization, including the amount of funding available and remaining amounts for each technology, within each County.
- (b) Instructions, forms and FAQs to parties interested in participating in the SCCIPs.
- (c) Technology requirements, funding amounts for each specific technology and description of eligible locations.
- (d) Description of eligible costs under the SCCIP.
- (e) Application process description and diagram.
- (f) Attribution of the SCCIP to *Entity* and CEC.

2.3. The online application will include:

- (a) The ability for interested parties to indicate if they are customers of the *Entity*
- (b) The ability for interested parties to submit required documents to participate in SCCIPs, including application forms, payment requests, and appropriate documentation.

2.4. The user and application dashboards will include:

- (a) The capability for incentive participants to access, in real time, the status of incentive applications and payments.
- (b) The capability for incentive participants to designate collaborators on their application for purposes of authorizing others to track and submit information on their behalf.

2.5. **Deliverables:**

- (a) SCCIP Landing Page design and content
- (b) Online application form and process
- (c) User and application dashboards

3. TASK 3: EV CHARGER INCENTIVE PROJECT MARKETING, EDUCATION & OUTREACH

3.1. The goal of this task is to market the SCCIP to relevant target audiences, and to provide basic support to applicants to file applications and pursue their EV charging installation projects. To accomplish this CSE will:

(a) Develop an Integrated Communications Plan for the SCCIP. The plan will identify the goals of the marketing and outreach effort, target audience(s), methods/tactics/channels to be used, and will include a schedule to coordinate the marketing activities.

(b) Develop marketing and outreach materials to reflect the communication plan developed in 3.1(a). Marketing and outreach material development will be coordinated with the *Entity*.

(c) Develop a marketing budget (which is included in the seven (7) percent administration cost) covering both labor and other direct costs (e.g. digital ads, travel, etc.) necessary for executing on the communication plan developed in Task 3.1(a).

(d) Develop FAQs and other similar EV charging information resources for applicant use in pursuing EV charging installation projects.

(e) Provide email and phone support of basic inquiries that applicants have on EV chargers and EV charging installation. Basic inquiry support will consist of:

i. Reference to and provision of CSE curated ‘EV charging 101’ resources on:

- (1) EV charger capabilities;
- (2) EV charger network characteristics and capabilities;
- (3) Ballpark EV charger load considerations;
- (4) Typical EV charger installation requirements and best practices;
- (5) Typical utility connection requirements; and
- (6) Similar common EV charger basic information.

ii. Availability of CSE staff typically providing EV Expert services to field incoming inquiries.

(f) Provide regular reports (as part of the Monthly Progress Reports) detailing marketing activities against Key Performance Indicators (KPIs).

(g) Provide log of basic EV charging installation project inquiries.

3.2. Deliverables:

(a) Integrated Communications Plan

(b) Marketing / Outreach materials

(c) Marketing Budget,

4. TASK 4: EV CHARGER INCENTIVE PROJECT ADMINISTRATION

4.1. The goal of this task is to administer the SCCIP and *Entity* Incentive created in Tasks 1-3. Center for Sustainable Energy will:

(a) Receive, evaluate, and process incentive payment requests.

i. For all incentive payment applicants, the process will include:

(1) Requirement that applicant indicate if they have filed for bankruptcy within the last five years and, if so, to provide relevant details certifying under penalty of perjury that the information provided is accurate and complete.

(a) If bankruptcy is identified and has occurred within 5 years of the date of the Application, CSE shall inform *Entity* of any such applications and shall refrain from issuance any incentive payment unless and until such payment is authorized in writing by *Entity*.

(2) Requirement that applicant indicate if they have any threatened or pending legal actions by or against them, loan defaults, or unpaid judgments against them.

(a) If any threatened or pending legal actions, loan defaults, or unpaid judgements are identified, CSE shall inform *Entity* of any such applications and shall refrain from issuance any incentive payment unless and until such payment is authorized in writing by *Entity*.

(3) Tracking and timely reporting in writing to *Entity* of any:

(a) complaints about the SCCIP

(b) programmatic issues arising in the operation of the

SCCIP

Exhibit A

(c) knowledge of any threatened or actual legal actions involving any SCCIP or incentive applicants, applications, payments (e.g., alleged false information provided in an incentive application or threatened or actual lawsuits over the SCCIP)

(d) As needed, CSE shall provide *Entity* personnel or other personnel as directed by *Entity* with all project documents, files and records requested in support of the Commission investigating and resolving any such issues.

(4) Prohibition against applicant submission of materials marked as confidential without prior written approval and instructions from the *Entity*. *Entity* is a public agency, and as such is subject to the Public Records Act. CSE shall not agree to keep any incentive application information confidential.

(5) Fair and impartial program administration, including provision of information in a public manner that avoids giving advantage to any applicant or group of applicants.

ii. For each incentive applicant that is a business, prior to the issuance of an incentive payment the evaluation will include:

(1) confirmation that the applicant is currently licensed to do business in California; and

(2) confirmation of “active” status for businesses required to register with the California Secretary of State.

4.2. **Deliverables:** Processed applications.

5. TASK 5 – DATA COLLECTION

5.1. The goal of this task is to collect data on the project applications, implementation and charger utilization. CSE will:

(a) Collect, analyze and compile data on the SCCIP, which may include without limitation:

- (1) Type of organizations receiving incentive payments;
- (2) Timelines to complete each incentive payment project;
- (3) Time frames associated with EV charger installations;
- (4) EV charger utilization.

5.2. **Deliverables:**

(a) Data Collection Report

(b) Dashboard displaying application and installation cycle times, updated weekly.

6. TASK 6: ADMINISTRATIVE

6.1. **Progress reports** The goal of this task is to provide the reporting that will allow monthly and quarterly verification that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

6.2. **Deliverables:** The reporting will consist of:

(a) Summary of activity during the reporting period for the purpose of determining whether invoices are consistent with the work performed

i. Application queues and application status reports will be provided monthly;

ii. All other summary reports will be provided quarterly.

(b) Summary of activities planned for the next reporting period.

(c) KPI reports for marketing activities (Task 3.1.(d))

(d) Complaints, programmatic issues and actual or threatened litigation regarding applicants or the SCCIP (as identified in Task 1.a.(1)(iii))

6.3. Final Report

(a) CSE will develop annually a final report for *Entity*. The document will be of a professional standard appropriate for review by elected officials, *Entity* board members and members of the public.

(b) Deliverable. The Final Report shall include:

(1) Data about the EV chargers and applicants participating in the program during implementation of the SCCIP.

(2) Results from an online survey emailed to all site hosts that we have contact information for. The survey will aim for a 25% response rate and ask questions designed to assess their satisfaction with the program and recommendations for improvement.

(3) Assessment of the program including impact of the program on increasing baseline public charging that would have occurred without the program.

(4) Calculations of GHG emission reductions and other environmental benefits from installation and usage of EV charging infrastructure. Using public data for average vehicles emissions, we will provide estimates of avoided emissions of key pollutants including VOC, CO, NOx PM2.5 and CO2.

(5) Recommendations for future program including operational improvements and considerations associated with the changing EV market.

(6) Other elements as mutually determined and codified by an amendment revising this Section 6.3 of the Scope of Work.

6.4. Invoicing

(a) CSE will periodically prepare an invoice for the advancement of funds designated for the incentives, based on the projected need. CSE shall keep the funds in an interest-bearing account. The interest earned shall only be used for this Agreement upon approval of the *Entity*.

7. PROJECT REPRESENTATIVES

7.1. CSE's Project Representative shall be Peter Colwell.

7.2. *Entity*'s Project Representative shall be Alex Economou.

8. ACCOUNT AND FUNDS MANAGEMENT

8.1. CSE shall deposit and maintain separate accounts for CEC Funds (defined in recitals) available for funding incentive payments ("**CEC Account**") and *Entity*'s Funds (defined below) available for funding incentive payments (the "**Client Account**", and the CEC Account and Client Account are collectively, "**Incentive Funds Accounts**").

8.2. Except for the Implementation Fee, CSE shall utilize the funds in the Client Account ("**Entity Funds**") solely for the payment of eligible incentive payment claims submitted by *Entity* customers and in accordance with other requirements applicable to the *Entity* Incentive Program. The requirements for a person or business to be deemed to be an *Entity* customer shall be set forth in the Project design that will be established pursuant to Section 1.2.(a)(vii) of the Scope of Work.

8.3. CSE shall inform Client within five business days after the end of each calendar month the amount of Funds in the Client Account and the CEC Account.

8.4. CSE shall coordinate with Client and CEC so as to maintain balances in the Incentive Funds Accounts that reflect the contribution percentages agreed to by CEC and *Entity*.

8.5. If an incentive payment applicant meets the eligibility requirements of the SCCIP and the eligibility requirements of the Santa Barbara County Air Pollution Control District, CSE shall draw ratably in proportion to the amounts available at such time in each of the Client Account and the CEC Account to fund the incentive payment owing to such incentive payment applicant.

8.6. If an incentive payment applicant meets the eligibility requirements of the CEC incentive program, but not the eligibility requirements of the Santa Barbara County Air Pollution Control District, CSE shall draw from the CEC Account to fund the incentive payment owing to such incentive payment applicant

Exhibit B

Payment Terms

Payment of Administration Fee. The Administration Fee shall be \$21,000 in total, and shall be paid by Santa Barbara County Air Pollution Control District to CSE as follows.

1. \$10,500 of the administration fee paid after deliverables described in Tasks 1 through 3 of Exhibit A are provided, and launch is pending, but no later than June 30, 2021;
2. \$4,200 of the administration fee paid after processing of applications resulting in at least 75% of total SCCIP incentive funds reserved but no sooner than July 1, 2021;
3. \$4,200 of the administration fee paid after at least 40% of total SCCIP incentive funds are paid out but no sooner than July 1, 2022;
4. \$2,100 of the administration fee paid after all SCCIP incentive funds are paid out and Final Report (Task 6) is provided.

Payment of Incentive Funds. The Incentive Funds shall be \$279,000 in total, and shall be paid by Santa Barbara County Air Pollution Control District to CSE as follows.

1. \$89,500 of incentive funds before launch of SCCIP but no later than June 30, 2021;
2. \$95,800 of incentive funds after at least 75% of total SCCIP incentive funds are reserved but no sooner than July 1, 2021;
3. \$93,700 of incentive funds after at least 25% of total of SCCIP incentive funds are paid out but no sooner than July 1, 2022.

Invoicing

Invoicing for Administration Fees: CSE will prepare and deliver to Entity an invoice for the payment of Administration Funds. Each invoice will be accompanied by a brief report supporting the associated deliverables or thresholds for payment have been met. Entity payment is required Net 30 of the invoice date.


Invoicing for Payment of Incentive Funds: CSE will prepare and deliver to Entity an invoice for the payment of Incentive Funds at each point noted above in this exhibit. Each invoice will be accompanied by a brief report supporting the associated threshold for payment has been met. Entity payment is required Net 30 of the invoice date. CSE shall keep the funds in an interest-bearing account. The interest earned shall only be used for this Agreement upon approval of the Entity.

Incentive Program Implementation Services Agreement
May 20, 2021

This Incentive Program Implementation Services Agreement is by and between Center for Sustainable Energy and the Santa Barbara County Air Pollution Control District.

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By 
Rachel Van Mullem (May 8, 2021 13:41 PDT)
District Counsel


APPROVED AS TO FORM:

RAY AROMATORIO
Risk Manager

By 
Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFER, CPA
Auditor-Controller

By 
Deputy