




air pollution control district
SANTA BARBARA COUNTY

Agenda Item: D-6
Agenda Date: June 15, 2023
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, Planning Division Manager, (805) 979-8333

SUBJECT: California Electric Vehicle Infrastructure Project Services Agreement
Amendment #2

RECOMMENDATION:

Approve and authorize the Chair to execute the attached Amendment #2 to the Incentive Program Implementation Services Agreement with Center for Sustainable Energy.

BACKGROUND:

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 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. 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 February 2020, the District submitted an application for a regional CALeVIP incentive project along with other South Central Coast partners, and in December 2020, the California Energy Commission announced that four new projects were planned to launch in 2021, including the South Central Coast Incentive Project (SCCIP) in San Luis Obispo, Santa Barbara, and Ventura

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Counties. The SCCIP officially launched in August 2022 and has been providing rebates for EV charging infrastructure on a first come, first served basis ever since.

DISCUSSION:

On May 20, 2021, your Board took action to approve and authorize the District to execute an Incentive Program Implementation Services Agreement with CSE. The agreement identified \$3,450,000 in CEC funding for the Santa Barbara County region as part of the CALeVIP South Central Coast Incentive Project and included the District providing matching funds of \$100,000 per year for three years (\$300,000 total), contingent on annual Board approval.

After the services agreement was executed, CSE identified minor discrepancies that necessitated a contract amendment to resolve. Amendment #1 to the Incentive Program Implementation Services Agreement incorporated CSE’s grant agreement with the CEC into their services agreement with the District. Your Board approved Amendment #1 to the grant agreement at your October 20, 2022 meeting.

As the CALeVIP South Central Coast Incentive Project moves closer to project close-out, additional changes to the contract are needed. Amendment #2 to the Incentive Program Implementation Services Agreement incorporates changes to the services agreement Administrative Fee and Incentive Funds, Term, and Payment Terms. Staff worked with District Counsel on the review and finalization of the proposed changes.

ATTACHMENTS:

- A. Incentive Program Implementation Services Agreement, including Exhibits:
 - 1. Scope of Work
 - 2. Payment Terms
 - 3. CEC Grant Agreement ARV-16-017
 - 4. CEC Grant Agreement Amendment ARV-16-017-06
- B. Amendment #1 to Incentive Program Implementation Services Agreement
- C. Amendment #2 to Incentive Program Implementation Services Agreement

ATTACHMENT A

Incentive Program Implementation Services Agreement,
including Exhibits

June 15, 2023

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: DocuSigned by:
Lawrence E. Goldenhersh
58F5EFF4297C491...

By: Paula Perotk

Name: Lawrence E. Goldenhersh
[Type or Print]

Name: Paula Perotk
[Type or Print]

Title: President

Title: Chair

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:**

Exhibit A

- (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, NO_x PM_{2.5} 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. SCHAFFER, CPA
Auditor-Controller

By 
Deputy



RECIPIENT Center for Sustainable Energy	AGREEMENT NUMBER ARV-16-017
ADDRESS 9325 Sky Park Court, Suite 100 San Diego, CA 92123	AGREEMENT TERM 4/12/2017 to 3/31/2022 The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 17
Exhibit A – Attachments	Page(s): 2
Exhibit B – Budget	Page(s): 8
Exhibit B – Attachments	Page(s): 0
Exhibit C – ARFVTP Terms and Conditions	Page(s): 25
Exhibit C – Attachments	Page(s): 0
Exhibit D – Special Terms and Conditions	Page(s): 5
Exhibit E - Contacts	Page(s): 1

REIMBURSABLE AMOUNT \$ 15,254,225
MATCH SHARE \$ 0
TOTAL \$ 15,254,225

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE 	DATE 6/27/17	AUTHORIZED SIGNATURE 	DATE 6/16/17
NAME Rachel L. Grant Kiley		NAME Len Hering, RADM/USN (ret.)	
TITLE Contracts, Grants and Loans Office Manager		TITLE Executive Director	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 1, Sacramento, CA 95814			

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR Meeting	Task Name
1		Administration
2		Block Grant Internal Controls, Processes and Procedures
3	X	Website Design, Development, and Implementation
4	X	EV Charger Incentive Project Development
5	X	EV Charger Incentive Project Implementation
6		Data Collection/Incentive Recipient Feedback/Process Improvements
7		Solicit and Secure Funds from External Public and Private Sources

GLOSSARY

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

Term/ Acronym	Definition
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
CAM	Commission Agreement Manager
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
AB	Assembly Bill
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CPR	Critical Project Review
Disadvantaged Communities	Disadvantaged Communities as identified in the California Communities Environmental Health Screening Tool: CalEnviroScreen Version 2.0 (CalEnviroScreen 2.0) as developed by the Office of Environmental Health Hazard Assessment in the California Environmental Protection Agency. http://oehha.ca.gov/ej/ces2.html
Energy Commission	California Energy Commission
EV	Electric Vehicle
FTD	Fuels and Transportation Division
Incentive Project	Electric Vehicle Charger Incentive Project
Recipient	Center for Sustainable Energy

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorized the ARFVTP through January 1, 2024, and specified that the California Energy Commission (Energy Commission) allocate up to \$20 million per year (or up to 20 percent of each fiscal year's funds) in funding for hydrogen station development until at least 100 stations are operational.

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

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The Energy Commission issued solicitation Grant Funding Opportunity (GFO)-16-603 to seek a block grant recipient to design and implement up to \$200 million in grant funds through various Electric Vehicle (EV) charger incentive projects throughout California. To be eligible for funding under GFO-16-603, the projects must also be consistent with the Energy Commission's ARFVTP Investment Plan updated annually. In response to GFO-16-603, The Center for Sustainable Energy (Recipient) submitted application number 3 which was proposed for funding in the Energy Commission's Notice of Proposed Awards on February 17, 2017. Recipient's application number 3 and GFO-15-603 are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of the Energy Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Between March 2010 and June 2016 more than 216,000 plug-in electric vehicles were sold in California. The availability of new vehicle models; greater driving range and improved battery technology; increased availability of electric charging infrastructure; and incentives such as carpool lane access stickers, federal tax credits, and state and air district rebates have all contributed to an expanding market. Governor Brown's Executive Order B-16-2012 established milestones for three periods:

- By 2015, California's major metropolitan areas will be able to accommodate zero-emission vehicles through infrastructure plans.

- By 2020, California's zero-emission vehicle infrastructure will be able to support up to 1 million vehicles.
- By 2025, 1.5 million zero-emission vehicles will be on California's roadways with easy access to infrastructure.

These milestones require mechanisms to install electric vehicle charging infrastructure quickly and effectively.

Goal of the Agreement:

The goal of this Agreement is to provide a block grant to a not-for-profit technology entity to design and implement up to \$200 million in Electric Vehicle Charger Incentive Projects (Incentive Project) throughout California.

Objective of the Agreement:

The operational objectives are to:

- Identify Incentive Projects based on geographical regions and locational requirements that at a minimum shall include:
 - Type(s) of EV charging equipment that are eligible (e.g., Level 2 direct current fast chargers, etc.);
 - Minimum technical requirements of EV charging equipment (e.g., equipment specifications, warranty requirements, operational requirements, etc.);
 - Type of incentive structure (e.g., voucher system using reservations, rebate system disbursing incentives after chargers are installed or other appropriate incentive);
 - Quantity of EV chargers targeted;
 - Incentive amount per charger; and
 - Total funding required to complete the proposed project(s).
- Develop simple and user-friendly application documents for each individual Incentive Project.
- Develop an outreach and advertisement plan for each individual Incentive Project.
- Conduct outreach in accordance with the Commission Agreement Manager (CAM) approved outreach and advertisement plan to maximize participation by targeted markets and areas.
- Develop user-friendly, public-access webpages which will include (at a minimum):
 - Online application forms;
 - The ability to submit online incentive applications;
 - Applicable documents and forms;
 - The ability to track the total funds, both available and expended, in real time; and
 - The ability to provide information on disbursements, such as heat map representations of where the funds are being disbursed.

- Collect (through surveys or other means) and submit to the Energy Commission upon request data on individual incentive recipients including, at a minimum:
 - Incentive recipient information;
 - Incentive recipient experiences; and
 - Motivations for incentive recipients to participate in the Incentive Project.
- Develop a plan to implement internal control processes and procedures to minimize errors, fraud, waste and abuse.
- Develop processes and procedure to ensure incentive payments are processed and paid within fifteen working days of receipt of complete and valid request for incentive funds.
- Develop processes and procedures to allow interested third parties (other than the Energy Commission) to provide funding for Incentive Projects. Established processes and procedures must allow these third parties to contribute to the project efficiently and within 30 calendar days of their request.
- Establish, maintain, and submit Incentive Project records to the Energy Commission, including but not limited to:
 - Financial records;
 - Incentive payment documentation (e.g., completed incentive request forms, photographs of installed chargers, and other appropriate documentation to confirm compliance with project requirements); and
 - Problems/issues experienced, and how identified problems/issues were resolved.
- Establish separate accounts and implement procedures to separately accept, track, disburse and report on funding from sources other than the Energy Commission.

TASK 1 – ADMINISTRATION

Task 1.1 – Attend Kick-off Meeting

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

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the Energy Commission Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.

- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.6)
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

CAM Product:

- Kick-Off Meeting Agenda

Task 1.2 – Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Agreement Officer, the Fuels and Transportation Division (FTD) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.

- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare and submit to the CAM a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 – Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
 - Energy Commission's request for specific "generated" data (not already provided in Agreement products)
 - Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
 - "Surviving" Agreement provisions
 - Final invoicing and release of retention
- Prepare and submit to the CAM a schedule for completing the closeout activities for this Agreement.

Products:

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

Task 1.4 – Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare and submit to the CAM a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns.

Each progress report is due to the CAM within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Provide reconciliation reports as part of the Monthly Progress Reports for any Commission funds advanced to Recipient. Under Health and Safety Code section 44272(g), the Commission has the authority to advance funds to block grant administrators. If Recipient receives advanced funds from the Commission, Recipient shall provide for any advanced funds it spends reconciliation reports that contain the same level of detail and information, including backup material, as required under this Agreement when invoicing for costs in arrears. Reconciliation reports shall also include information on interest earned (see Task 5 for the requirement to place advanced funds in an interest bearing account).

Product:

- Monthly Progress Reports

Task 1.5 – Final Report

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

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

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare and submit to the CAM an Outline of the Final Report, if requested by the CAM.
- Prepare and submit to the CAM a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

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

Task 1.6 – Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare and submit to the CAM a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or

other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.

- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 – Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare and submit to the CAM a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the

beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

- A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
-
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
 - If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
 - As permits are obtained, send a copy of each approved permit to the CAM.
 - If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 – Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the CAM for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Letter describing the subcontracts needed, or stating that no subcontracts are required
- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

Task 2 – Block Grant Internal Controls, Processes and Procedures

The goal of this task is to establish the written internal controls, processes and procedures to: receive, handle, and account for block grant funding; receive and evaluate incentive requests; effect payment for valid incentive payment requests; and provide monthly fiscal accounting and reporting to the CAM. Internal controls, processes and procedures must include the ability to account, track, and utilize funding from multiple funding sources.

The Recipient shall:

- Develop and submit written internal controls, processes, and procedures for review and approval by the CAM.
- As necessary, update and submit written internal controls, processes and procedures for review and approval by the CAM.

Products:

- Written internal controls, processes and procedures
- As necessary, updated written internal controls, processes and procedures

Task 3 – Program Website Design, Development and Implementation

The goal of this task is to design, develop and implement a robust, user-friendly program website.

The Recipient shall:

- Design a robust, user-friendly program website that will include, but not be limited to:

- Report on the status of incentive projects, including the amount of funding available and remaining amounts for each active Incentive Project;
- Advertise the availability of incentives including the minimum eligibility and technical requirements;
- Provide instructions and forms to parties interested in participating in the Incentive Projects;
- Provide the ability for interested parties to submit required documents to participate in Incentive Projects, including application forms, payment requests, and appropriate documentation;
- Provide capability for incentive participants to access, in real time, the status of incentive applications and payments; and
- Provide information on disbursements, such as heat map representations of where the funds are being disbursed.
- Submit website design and content for review and approval by the CAM.
- Implement the website design once approved by the CAM.
- Manage website and keep information current including adding new Incentive Projects as they are developed and implemented.

Products:

- Website design and content

[CPR will be held at the completion of Task 3]

Task 4 – EV Charger Incentive Project Development

The goal of this task is to work with the CAM to design targeted Incentive Projects throughout California. As available funding permits, multiple Incentive Project designs will be developed including input provided by stakeholders via a predetermined process approved by the Energy Commission.

The Recipient shall:

- Research and analyze EV charger incentive project opportunities, which may include, but are not limited to:
 - Market opportunities to incentivize the deployment of EV chargers;
 - Expected or potential demand for EV chargers;
 - Currently available EV charger incentives relevant to proposed project;
 - Policy objectives (e.g., disadvantaged communities);
 - Budget constraints;
 - Funding source requirements; and,
 - Other relevant project design variables.
- In consultation with the CAM, create Targeted Incentive Project Designs for each individual Incentive Project that may include, but is not limited to:
 - Geographic region targeted by the incentives;

- Location requirements (e.g., destination, workplace, multi-unit dwellings, corridors, disadvantaged communities);
- Minimum technical requirements for eligible EV charging equipment;
- Amount of incentive by type of EV charger;
- Funding source(s) utilized for each type of incentive;
- Total amount of incentive funding allocated to the project;
- Incentive structure (e.g., voucher system using reservations, rebate system disbursing incentives after chargers are installed, or other appropriate incentive);
- Incentive Project goals;
- Incentive Project administrative budget;
- Anticipated Incentive Project schedule;
- Specific tasks for the Incentive Project;
- Methods to collect usage and other charger data;
- Documentation requirements; and
- Justifications for recommendation.
- Submit Targeted Incentive Project Designs for review and approval by the CAM for each individual Incentive Project.
- Work with the CAM to amend this Agreement to incorporate each CAM-approved Incentive Project into this Agreement.

Products:

- Targeted Incentive Project Designs for each individual Incentive Project created

[Separate CPRs will be held as each targeted incentive project design is submitted under Task 4]

Task 5 – EV Charger Incentive Project Implementation

The goal of this task is to implement and manage individual targeted Incentive Projects after this Agreement has been amended to incorporate them from Task 4.

The Recipient shall:

- Develop appropriate, user-friendly application documents (including instructions and forms) and submit to the CAM for review and approval.
- Develop an outreach plan and materials to advertise funding availability and submit to the CAM for review and approval.
- Conduct outreach to interested and eligible project participants.
- Upload incentive project information and documents to website developed under Task 3.
- Upon execution of an amendment incorporating an incentive project into this Agreement, invoice the Energy Commission for the amount of funds designated for the incentives. The Recipient shall keep the funds in an

interest bearing account. The interest earned shall only be used for this Agreement upon approval of the CAM or returned to the Commission upon request.

- Receive, evaluate, and process incentive requests. For each incentive applicant that is a business, the Recipient's evaluation will include confirming that the applicant is currently licensed to do business in California, and if required to register with the California Secretary of State is also currently listed as "active" in the Secretary of State's records, prior to issuing an incentive payment to the applicant.

At the time of application, the Recipient shall require applicants to indicate if they have filed for bankruptcy within the last five years, and if applicable to provide relevant details certifying under penalty of perjury that the information provided is accurate and complete. If any such information is found the Recipient shall inform the CAM of any applications. The Recipient shall not approve any incentive payment to any applicant that has filed for bankruptcy in the last five years without written CAM approval.

At the time of application, the Recipient shall require applicants to indicate if they have any threatened or pending legal actions by or against them, loan defaults, or unpaid judgments against them. If applicable the Recipient shall require the applicant to provide relevant details certifying under penalty of perjury that the information provided is accurate and complete. If any such information is found the Recipient shall inform the CAM of any applications. The Recipient shall not approve any incentive payment to any applicant that has indicated threatened or pending legal action by or against them, loan defaults, or unpaid judgments against them without written CAM approval.

- Notify the CAM in writing immediately upon receiving any complaints, information of problems or issues with, or knowledge of any threatened or actual legal actions involving any Incentive Projects or incentive applicants, applications, payments, or recipients (e.g., alleged false information provided in an incentive application or threatened or actual lawsuits over the Recipient's Incentive Project). As needed, the Recipient shall provide Commission personnel or other personnel as directed by the Commission with all project documents, files and records requested in support of the Commission investigating and resolving any such issues.
- Implement Incentive Projects in a fair and impartial manner. This includes providing information publically and in a manner that does not give one or more potential applicants an advantage over others.
- Not allow incentive applicants to submit information marked as confidential without prior written approval and instructions from the CAM. The

Commission is a public agency, and as such is subject to the Public Records Act. Recipient shall not agree to keep any incentive application information confidential unless authorized by the terms of this Agreement (e.g., Exhibit D., Section 2 "Information Practices Act") or with written authorization and instructions from the CAM.

Products:

- Application documents for each individual Incentive Project
- Outreach plan for each individual Incentive Project
- Outreach materials for each individual Incentive Project
- Invoice(s) for incentive funds for approved Incentive Projects
- Notification, as applicable, of issues.

[CPRs may be scheduled as needed within Task 5]

Task 6 – Data Collection/Incentive Recipient Feedback/Process Improvements

The goal of this task is to collect data, obtain feedback from incentive recipients and develop recommendations on how to improve incentive project implementation.

The Recipient shall:

- Collect, analyze and compile data on each individual Incentive Project, which may include, but not be limited to:
 - Type of organizations receiving rebate/vouchers;
 - Timelines to complete rebate/voucher projects; and
 - Time frames associated with EV charger installations.
- Obtain and analyze feedback incentive recipients via surveys or other means, which may include, but not be limited to:
 - Issues and barriers facing incentive funding recipients;
 - Solutions/strategies to overcome issues/barriers; and
 - Incentive Project participation experience.
- Use the collected data from each individual Incentive Project to create and submit to the CAM a Data Collection Report for each individual Incentive Project.
- Recommend process and implementation improvements and submit recommendations for review and approval by the CAM.
- Implement CAM approved process improvement changes.

Products:

- Data Collection Report for each individual Incentive Project
- Process Improvement Recommendation(s)

Task 7 – Solicit, Secure and Synchronize Funds from External Public and Private Sources

The goal of this task is to develop and coordinate a multi-phase plan to solicit, secure and synchronize additional external funding. These funds will be used for eligible electric vehicle charger incentive projects throughout California.

The Recipient shall:

- Compile a database of current, proposed and prospective public and private funding sources for possible inclusion in the EV Block Grant Program.
- Conduct workshops with targeted entities to encourage (solicit) funding partnerships.
- Secure funding commitments and document funding source requirements through written agreement(s) with the entity providing the funding.
- Propose use of external funding received through proposed Targeted Incentive Projects developed in accordance with Task 4.
- Ensure individual funding sources are separate and separately tracked. For each individual funding source, Recipient must be able to provide, at a minimum:
 - Total amount of funds received.
 - Use of received funds received (e.g., disbursed incentives, administrative overhead, outreach, etc.)
 - Accrued interest (if any).
 - The specific chargers incentivized (including, but not limited to: number, type and location).
- List upcoming and completed workshops/meetings (including participants and outcomes) in the monthly progress reports.

Products:

- List of upcoming and completed workshops (to be included in monthly progress reports).
- Written and fully executed agreement(s) with external funding sources.

Exhibit A-1 Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1.1	Attend Kick-off Meeting	Updated Schedule of Products	5/3/2017
		Updated List of Match Funds	5/3/2017
		Updated List of Permits	5/3/2017
		Kick-Off Meeting Agenda (CEC)	5/1/2017
1.2	Critical Project Review Meetings	1st CPR Meeting CPR Report	11/8/2017
		Written determination (CEC)	11/15/2017
1.3	Final Meeting	Written documentation of meeting agreements	2/16/2022
		Schedule for completing closeout activities	2/25/2022
1.4	Monthly Progress Reports	Monthly Progress Reports	The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report	Final Outline of the Final Report	9/1/2021
		Draft Final Report (no less than 60 days before the end term of the agreement)	11/19/2021
		Final Report	1/31/2022
1.6	Identify and Obtain Match Funds	A letter regarding match funds or stating that no match funds are provided	6/1/2017
		Copy(ies) of each match fund commitment letter(s) (if applicable)	N/A
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds
1.7	Identify and Obtain Required Permits	Letter documenting the permits or stating that no permits are required	6/1/2017
		A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
		Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
		Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits

1.8 Obtain and Execute Subcontracts	Letter describing the subcontracts needed, or stating that no subcontracts are required	6/1/2017
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of execution
2 Block Grant Internal Controls, Processes and Procedures	Written internal controls, processes and procedures	9/15/2017
	As necessary, updated written internal controls, processes and procedures	As needed
3 Website Design, Development and Implementation	Website design and content	10/31/2017
4 EV Charger Incentive Project Development	Targeted Incentive Project Design for each individual Incentive Project	Ongoing
5 EV Charger Incentive Project Implementation	Application documents for each individual Incentive Project	Ongoing
	Outreach plan for each individual Incentive Project	Ongoing
	Outreach materials for each individual Incentive Project	Ongoing
	Invoice(s) for incentive funds for approved Incentive Project	Ongoing
	Notification, as applicable, of issues	Ongoing
6 Data Collection/Incentive Recipient Feedback/Process Improvements	Data Collection Report for each individual Incentive Project	3 months after completion of each Incentive Project
	Process Improvement Recommendation(s)	3 months after completion of each Incentive Project
7 Solicit and Secure Funds from External Public and Private Sources	List of upcoming and completed workshops (to be included in monthly progress reports)	Included in monthly progress reports
	Written and fully executed agreement(s) with external funding sources	As needed

Exhibit B Category Budget

Name of Organization	Center for Sustainable Energy
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- Contractor/Recipient Subcontractor
 Small Business Micro Business Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ 303,292	\$ -	\$ 303,292
Fringe Benefits	\$ 124,015	\$ -	\$ 124,015
Total Labor	\$ 427,307	\$ -	\$ 427,307
Travel	\$ 1,875	\$ -	\$ 1,875
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 14,210,878	\$ -	\$ 14,210,878
Subcontractors	\$ 241,360	\$ -	\$ 241,360
Total Other Direct Costs	\$ 14,454,113	\$ -	\$ 14,454,113
Indirect Costs	\$ 372,805	\$ -	\$ 372,805
Profit (not allowed for grant recipients)		\$ -	\$ -
Total Indirect and Profit	\$ 372,805	\$ -	\$ 372,805
Grand Totals	\$ 15,254,225	\$ -	\$ 15,254,225

**Exhibit B
Direct Labor (Unloaded)**

Center for Sustainable Energy

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
Jen Rey	Associate Director	\$ 64.00	163	\$ 10,432	\$ -	\$ 10,432
Andy Hoskinson/Vickie Ausen	Senior Manager II	\$ 53.00	2,349	\$ 124,499	\$ -	\$ 124,499
Pam Covarrubias	Senior Specialist/Analyst I	\$ 48.00	148	\$ 7,104	\$ -	\$ 7,104
Isaac Hellman	Specialist/Analyst II	\$ 43.00	189	\$ 8,127	\$ -	\$ 8,127
Dan King	Coordinator/Lead I	\$ 24.00	243	\$ 5,832	\$ -	\$ 5,832
Tommy Gotfredson/Angela Barich	Manager II	\$ 43.00	116	\$ 4,988	\$ -	\$ 4,988
TBD Operations Manager	Associate Manager II	\$ 40.00	564	\$ 22,560	\$ -	\$ 22,560
TBD Rebate Processing Specialist	Assistant I	\$ 18.00	1,168	\$ 21,024	\$ -	\$ 21,024
TBD Accountant	Coordinator/Lead II	\$ 27.00	104	\$ 2,808	\$ -	\$ 2,808
TBD Internal Auditor	Senior Coordinator	\$ 30.00	68	\$ 2,040	\$ -	\$ 2,040
Andres Spagarino	Senior Specialist/Analyst I	\$ 53.00	51	\$ 2,703	\$ -	\$ 2,703
Clair Johnson	Specialist/Analyst II	\$ 43.00	519	\$ 22,317	\$ -	\$ 22,317
John Anderson	Junior Specialist/Analyst I	\$ 32.00	253	\$ 8,096	\$ -	\$ 8,096
TBD Research Analyst Asst	Associate II	\$ 22.00	142	\$ 3,124	\$ -	\$ 3,124
Christina Machak	Specialist/Analyst II	\$ 43.00	43	\$ 1,849	\$ -	\$ 1,849
Kipp Searles	Junior Specialist/Analyst I	\$ 32.00	223	\$ 7,136	\$ -	\$ 7,136
Brett Williams	Senior Principal Advisor	\$ 64.00	167	\$ 10,688	\$ -	\$ 10,688
Laura Parsons	Assistant Director	\$ 58.00	50	\$ 2,900	\$ -	\$ 2,900
Colin Santulli/Shelly Murphy	Director	\$ 71.00	175	\$ 12,425	\$ -	\$ 12,425
Damian Ludwig	Associate Manager II	\$ 40.00	47	\$ 1,880	\$ -	\$ 1,880
TBD Marketing Manager	Associate Manager II	\$ 40.00	98	\$ 3,920	\$ -	\$ 3,920
TBD Marketing Associate	Assistant Manager I	\$ 32.00	198	\$ 6,336	\$ -	\$ 6,336
TBD Graphic Designer	Specialist/Analyst I	\$ 40.00	64	\$ 2,560	\$ -	\$ 2,560
TBD	Coordinator/Lead I	\$ 24.00	331	\$ 7,944	\$ -	\$ 7,944
TBD	Intern	\$ 16.00		\$ -	\$ -	\$ -
TBD	Assistant II	\$ 20.00		\$ -	\$ -	\$ -
TBD	Associate I	\$ 20.00		\$ -	\$ -	\$ -
TBD	Coordinator/Lead II	\$ 27.00		\$ -	\$ -	\$ -
TBD	Associate Manager I	\$ 36.00		\$ -	\$ -	\$ -
TBD	Manager I	\$ 40.00		\$ -	\$ -	\$ -
TBD	Manager III	\$ 48.00		\$ -	\$ -	\$ -
TBD	Senior Manager I	\$ 48.00		\$ -	\$ -	\$ -
TBD	Senior Specialist/Analyst II	\$ 53.00		\$ -	\$ -	\$ -
TBD	Principal Advisor	\$ 58.00		\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ 303,292	\$ -	\$ 303,292

	Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals	\$ 303,292	\$ -	\$ 303,292

Exhibit B Fringe Benefits

Center for Sustainable Energy

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
All Classifications	40.89%	\$ 303,292	\$ 124,015	-	\$ 124,015
Fringe Benefit Totals		\$ 303,292	\$ 124,015	-	\$ 124,015

Exhibit B Travel

Center for Sustainable Energy

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
1	Project Manager	San Diego, CA to Sacramento, CA	Project team key staff attend kick-off meeting at CEC offices	\$ 625	\$ -	\$ 625
1	Project Manager	San Diego, CA to Sacramento, CA	Project team key staff attend Critical Project Review at CEC offices	\$ 625	\$ -	\$ 625
1	Project Manager	San Diego, CA to Sacramento, CA	Project team key staff attend final meeting at CEC offices	\$ 625	\$ -	\$ 625
Total:				\$ 1,875	\$ -	\$ 1,875

**Exhibit B
Equipment**

Center for Sustainable Energy

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

**Exhibit B
Materials & Miscellaneous**

Center for Sustainable Energy

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
5	Electric Vehicle Charger Incentive Funds (Currently funded)	Funds for incentive recipients of electric vehicle charger incentive projects that are currently funded	varies	varies	\$ 14,186,430	\$ -	\$ 14,186,430
3	ESRI desktop licenses	Mapping software required to produce heat map with custom geographical regions (e.g., DACs, jurisdictions, etc.)	2	\$ 200	\$ 400	\$ -	\$ 400
3	ESRI server license	Mapping software required to produce heat map with custom geographical regions (e.g., DACs, jurisdictions, etc.)	1	\$ 667	\$ 667	\$ -	\$ 667
3	Synoptek ESRI web hosting	Mapping software required to produce heat map with custom geographical regions (e.g., DACs, jurisdictions, etc.)	1	\$ 3,217	\$ 3,217	\$ -	\$ 3,217
3	Stata licenses	Software to analyze rebate and survey statistics	3	\$ 550	\$ 1,650	\$ -	\$ 1,650
3	Tableau desktop licenses	Dashboard software to display rebate and survey statistics	2	\$ 400	\$ 800	\$ -	\$ 800
3	Tableau server license	Dashboard software to display rebate and survey statistics	3	\$ 200	\$ 600	\$ -	\$ 600
3	Box Software license	Secure file sharing and storage	1	\$ 1,470	\$ 1,470	\$ -	\$ 1,470
3	Salesforce software license	CRM platform	7	\$ 360	\$ 2,520	\$ -	\$ 2,520
3	BOX API calls	Content management platform	7	\$ 369	\$ 2,580	\$ -	\$ 2,580
3	Rackspace	Managed web hosting	varies	\$ 9,120	\$ 9,120	\$ -	\$ 9,120
3	Sendgrid	Email marketing web platform	1	\$ 300	\$ 300	\$ -	\$ 300
3	Mailing supplies (envelopes, etc)	Check fulfillment	varies	\$ 209	\$ 324	\$ -	\$ 324
3	SSL certificate	Secure web data transfer	varies	\$ 800	\$ 800	\$ -	\$ 800
Total:					\$ 14,210,878	\$ -	\$ 14,210,878

Exhibit B Subcontracts

Center for Sustainable Energy

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
1,7	California Clean Energy Fund	Solicit and secure external funding; participate in individual project development process	None	\$ 50,000	\$ -	\$ 50,000
1,4,6	University of California Davis	Incentive project design and development	None	\$ 50,000	\$ -	\$ 50,000
3,5	Soliant Consulting	Develop incentive processing system	None	\$ 50,360	\$ -	\$ 50,360
3,5	Message Agency	Develop website to integrate with incentive processing system; provide other web-based program resources	None	\$ 91,000	\$ -	\$ 91,000
Total:				\$ 241,360	\$ -	\$ 241,360

**Exhibit B
Indirect Costs and Profit**

Center for Sustainable Energy

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
General & Administrative	122.92%	DL*G&A (Employee Training, Professional Development, Recruiting, Postage, Supplies, Audit, Legal and Payroll Services, Memberships, Subscriptions, Utilities, Corporate Insurance, Policy Wages & Salary, Office Rent & Storage, Telephone & Communications, Network/IT/Internet, Administrative Wages & Salary)	\$ 303,292	\$ 372,805	\$ -	\$ 372,805
Total:				\$ 372,805	\$ -	\$ 372,805

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

EXHIBIT C
ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY
PROGRAM (ARFVTP) TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. **Grant Agreement**

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if applicable)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- e. 2 California Code of Regulations, Section 8101 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. *Funding Limitations*

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5. *Products*

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. *Reports*

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information specified in the Work Statement or Special Conditions.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

Upon receipt of the final report, the CAM shall ensure that all work has been satisfactorily completed.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

- d. **Failure to Comply with Reporting Requirements**
Failure to comply with the reporting requirements contained in this Agreement will be considered a material noncompliance with the terms of this Agreement. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

7. Publications - Legal Statement on Reports and Products

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. **Significant Changes**

Significant changes to this Agreement must be approved by the Energy Commission through a formal amendment. Significant changes include, but are not limited to:

- Change of Recipient's legal name,
- Change of Recipient,
- Changes in order to disencumber funds,
- Changes to the Work Statement that reasonably modify the purpose of the Agreement,
- Changes to the Schedule of Products that extend the due dates beyond the term of the Agreement,
- Changes to the Budget that increase the amount of the Agreement,
- Changes to the Budget that increase rates or fees.

The Recipient shall submit a request in writing to the CAM with a copy to the Energy Commission Grants and Loans Officer for any significant change. The CAM will notify the Recipient Project Manager of the appropriate Energy Commission action within ten (10) working days.

b. Nonsignificant Changes

Changes that are not significant to the Agreement do not need to be approved at a Energy Commission business meeting through a formal amendment. These changes shall be documented in a Letter of Agreement, signed by both parties.

c. Schedule of Products and Due Dates

If the Schedule of Products and Due Dates needs to be revised after the execution of the Agreement, the revised dates cannot extend beyond the term end date of the Agreement without a formal amendment. Recipient shall work with the CAM to agree on the new product due dates. The CAM will issue the revised Schedule of Products and Due Dates to the Recipient and the Grants and Loans Office.

d. Budget Reallocations

(1) The Energy Commission, through its CAM and Grants and Loans Officer, and the Recipient can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

(a) The total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of \$150,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Energy Commission funds being paid to the Recipient under this Agreement. It does not include any match funds provided by the Recipient.

For example, if under an agreement the Energy Commission agrees to pay a recipient \$100,000 and the recipient is supplying \$500,000 in match funding, the ten percent (10%) limitation applies to the \$100,000. Only up to \$10,000 of Energy Commission funds could be reallocated without a formal amendment. If under an agreement the Energy Commission agrees to pay a recipient \$2,000,000, ten percent would be \$200,000, but the cap is \$150,000, so the most that could be reallocated without a formal amendment is \$150,000.

(b) The budget reallocation cannot substantially change the scope of work. Examples of budget reallocations that do not substantially change the scope of work include, but are not limited to, the following:

- Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.

- Increasing or decreasing the equipment budget.
 - Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.
- (c) The budget reallocation only involves moving funds between tasks. The total Agreement Amount must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.
 - (d) The budget reallocation does not increase the percentage rate of Indirect Overhead, Fringe Benefits, General and Administrative Costs, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment.
- (2) To effectuate a budget reallocation under this section, the Recipient must make a request in writing to both the CAM and the Grants and Loans Officer. Both the CAM and the Grants and Loans Officer will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the CAM and the Grants and Loans Officer. Oral communications cannot be used or relied upon. If the request is approved, the CAM shall revise the Budget Attachments to reflect the changes and send them to the Grants and Loans Officer and the Recipient.
 - (3) Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment.
 - (4) Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.
- e. Amendments
This Agreement may be amended to make changes, including without limitation, additional funds, additional time, additional or modified tasks, and additional or modified terms.

9. ***Contracting and Procurement Procedures***

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution, pursuant to the administrative task. For subcontracts that are listed as "to be determined" in the budget, the Recipient must submit the subcontractor's budget information to the CAM, using the budget forms provided, and have an executed subcontract, before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received. If a specific subcontractor was identified in the original grant application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the CAM is required before substituting a new subcontractor.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work – Payment of Prevailing Wages Generally Required by Law provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Failure to comply with the above requirements may result in the termination of this Agreement.

10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. Termination

This project may be terminated for any reason set forth below.

a. With Cause

In the event of any breach by the Recipient of the conditions set forth in this Agreement, this Agreement may be terminated for cause upon five (5) days written notice to the Recipient, without prejudice to any of the Energy Commission's legal remedies.

b. Without Cause

This Agreement may, at the Energy Commission's option, be terminated without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Energy Commission shall pay the Recipient for all satisfactory work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

14. Stop Work

The Energy Commission Grants Officer may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

b. Equitable Adjustment. An equitable adjustment shall be made by Energy Commission based upon a written request by Recipient. Such adjustment request must be made by Recipient within thirty (30) days from the date of the stop work order.

c. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from the Energy Commission Grants Officer.

15. Travel and Per Diem

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Grants and Loans Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement although it is preferred that payment requests be submitted with the progress reports. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges. Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 27 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
 - The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
 - The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
 - The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.
- g. Retention
It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.
- h. State Controller's Office
Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

- a. Accounting and Financial Methods
The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.
- b. Retention of Records
The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.
Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract. Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

Total allowable project cost is the sum of the Agreement share and Recipient share of the project costs. *Cost share* percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. *Match share* percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.

Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Disputes

In the event of a dispute or grievance between Recipient and the Energy Commission regarding this Agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this Agreement during any dispute.

a. Energy Commission Dispute Resolution Level 1

The Recipient shall first discuss the problem informally with the CAM. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Energy Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient's position and the remedy sought. The Energy Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Officer shall respond in writing to the Recipient, indicating a decision supported by reasons. Should the Recipient disagree with the Grants and Loans Officer decision, the Recipient may appeal to the second level.

- b. **Energy Commission Dispute Resolution Level 2**
The Recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Energy Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may exercise the option of presenting the decision to the Energy Commission at a business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Energy Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Energy Commission Business Meeting Agenda.

21. *Workers' Compensation Insurance*

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

22. *General Provisions*

- a. **Governing Law**
It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.
- b. **Independent Capacity**
The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.
- c. **Assignment**
Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.
- d. **Timeliness**
Time is of the essence in this Agreement.

- e. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- f. **Waiver**
No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
- g. **Assurances**
The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.
- h. **Change in Business**
(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:
(a) A change of address.
(b) A change in the business name or ownership.
(c) The existence of any litigation or other legal proceeding affecting the project.
(d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
(e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.
(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.
- i. **Survival of Terms**
It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:
- "Payments of Funds"
 - "Equipment"
 - "Change in Business"

- “Disputes”
- “Termination”
- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

23. *Certifications and Compliance*

- a. **Federal, State and Municipal Requirements**
 Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.
- b. **Nondiscrimination Statement of Compliance**
 During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. **Drug-Free Workplace Certification**

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. **Child Support Compliance Act (Applicable to California Employers)**

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. **Americans with Disabilities Act**
By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

25. Confidentiality

A. **Information Considered Confidential**

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. **Confidential Deliverables: Labeling and Submitting Confidential Information**

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Energy Commission Grants Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

C. **Submittal of Unanticipated Confidential Information as a Deliverable**

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. The Commission shall have no obligation to treat any information as confidential which: 1) was in the Commission's possession or known to the Commission without any obligation to keep it confidential, before such information was disclosed to the Commission; 2) is or becomes public knowledge through a source other than the Commission through no fault of the Commission; or 3) becomes lawfully available to the Commission from a source other than Recipient.

26. Budget Contingency Clause

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

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

**27. Public Works -- Payment of Prevailing Wages
Generally Required by Law**

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this grant, Recipient as a material term of this agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this grant, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before the grant agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this agreement that excuses the Energy Commission's performance of this grant agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this award and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this grant award, as a material term of this agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting the award for this grant.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (b) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this grant, and Energy Commission shall be relieved of any obligation to pay said funds.

28. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. *Priority of these Special Terms*

In the event of a conflict between these Special Terms and other terms in this Agreement, these Special Terms shall govern.

2. *Information Practices Act*

A. Recipient and All Subcontractors shall comply with the Information Practices Act

The Information Practices Act ("IPA") is codified at California Civil Code sections 1798 et seq. Personal Information is defined in the IPA at Civil Code section 1798.3(a). The Center for Sustainable Energy ("Recipient") shall comply and ensure that all of its subcontractors and project partners shall comply with the IPA relative to the activities under this Agreement. This includes but is not limited to complying with Section 1798.16 (Personal Information; maintaining sources of information) and Section 1798.17 (Notice; periodic provision; contents). For example:

1. Sources of information. Recipient, and Recipient's subcontractors and project partners, shall maintain a record of the source of an individual's Personal Information in accordance with § 1798.16. Per IPA § 1798.16, this requirement does not apply if the data subject is the source of the Personal Information.
2. Use of information. Pursuant to IPA § 1798.14, the Recipient, and Recipient's subcontractors and project partners shall only use Personal Information for the purposes of this Agreement. Recipient, and Recipient's subcontractors and project partners shall not disclose any Personal Information to any person or entity other than the Energy Commission and Energy Commission employees.
3. Security. Pursuant to IPA § 1798.21, Recipient, and Recipient's subcontractors and project partners, shall employ appropriate and reasonable safeguards to ensure the security and confidentiality of Personal Information and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.
4. Notice. On or with any form used to collect Personal Information from individuals, the Recipient, and Recipient's subcontractors and project partners, shall provide the notice required in § 1798.17. At the time of executing this agreement, § 1798.17 requires the following:
 - (a) The name of the agency and the division within the agency that is requesting the information.
 - (b) The title, business address, and telephone number of the agency official who is responsible for the system of records and who shall, upon request, inform an individual regarding the location of his or her records and the categories of any persons who use the information in those records.
 - (c) The authority, whether granted by statute, regulation, or executive order which authorizes the maintenance of the information.
 - (d) With respect to each item of information, whether submission of such information is mandatory or voluntary.

(e) The consequences, if any, of not providing all or any part of the requested information.

(f) The principal purpose or purposes within the agency for which the information is to be used.

(g) Any known or foreseeable disclosures which may be made of the information pursuant to subdivision (e) or (f) of Section 1798.24.

(h) The individual's right of access to records containing personal information which are maintained by the agency.

B. Recipient has no Ownership or other Rights to the Personal Information

The Recipient has, and the Recipient shall ensure that its subcontractors and project partners have, no ownership, license, or other rights in Personal Information or in any form in which it is used (e.g., Products). In this regard, the Personal Information shall NOT be treated like Data, Products, Intellectual Property, or other provisions in the Agreement that may indicate that Recipient has ownership, license, or other rights.

C. Rights to Anonymized Information Derived from Personal Information

To the extent that the Recipient uses Personal Information to derive anonymized information that no longer meets the definition of Personal Information, the rights to derived anonymized information follow the rights in Exhibit C or applicable law.

D. Retention and Destruction of Personal Information

Upon the request of the Energy Commission, or upon termination of this Agreement, whichever is earlier, the Recipient and all subcontractors and project partners shall promptly deliver to the Energy Commission or destroy all Personal Information, regardless of form (e.g., written or electronic) and all copies, abstracts, media, and backups thereof, however stored in Recipient's and all of its subcontractors' and project partners' possession. No Personal Information shall remain with Recipient, its subcontractors, or its project partners upon request of the Energy Commission or after the termination of this Agreement, whichever occurs first.

E. Survival

The terms of this Exhibit D, Section 2 "Information Practices Act" shall remain in full force and effect in perpetuity.

3. Contingent Funding

Recipient understands that the Energy Commission currently only has \$15,254,225 of the potential \$200,000,000 maximum possible funding for this Agreement. Therefore, upon execution of this Agreement, Recipient only has authority to spend up to \$15,254,225. In the future, the Energy Commission may allocate none, some, or the entire remaining contingent amount up to a maximum total Agreement amount of \$200,000,000. Recipient shall only be authorized to spend more than the existing \$15,254,225 upon written authorization of the Commission Agreement Officer and only up to the amount so authorized.

4. Conflict of Interest

A. Recipient agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Recipient shall inform the Commission Agreement Manager as soon as a question arises about whether a potential conflict may exist or as soon as the Recipient knows a conflict exists. The Commission Agreement Manager and Commission's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The Energy Commission reserves the right to redirect work and funding on a project if the Commission's Chief Counsel's Office determines that there is a potential conflict of interest.

B. Appearances of Conflicts of Interest

The Recipient acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, the Recipient shall refrain from any practices, activities, or relationships that appear to conflict with the Recipient's obligations under this Agreement, unless the Recipient receives prior written approval of the Commission. In the event the Recipient is uncertain whether the appearance of a conflict of interest may exist, the Recipient shall submit to the Commission Agreement Manager a written description of the relevant details.

C. Prohibition on Participating in Energy Commission Funding Opportunities

Under this Agreement, the Recipient and its subcontractors will, with oversight from the Commission, develop and implement financial incentive programs. Accordingly, the Recipient and its subcontractors are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

The University of California at Davis ("UCD") is listed as a subcontractor to this Agreement. For purpose of this part only and relative to UCD only, the restriction of not participating in any incentive program implemented under this Agreement only applies to the office(s) at UCD with personnel working under this Agreement. It does not prohibit other UCD offices, the campus as a whole, or any other University of California campus from participating in such programs.

5. Flow-down

The Recipient shall flow-down the terms 1 through 4 in this Exhibit to its subcontractors and project partners.

6. Specific Rights Regarding CSE Software and Code

Prior to this Agreement, Recipient developed a secure incentive processing platform, which provides but is not limited to websites, online data dashboards, online rebate application forms, a rebate database, and online document storage ("CSE Software") and considers it proprietary intellectual property. Recipient's activities under this Agreement involve modifying the CSE Software for Energy Commission specific features. The CSE Software is comprised of underlying computer code ("Code"). CSE will use the CSE Software to generate information for some of the Products and Reports due to the Energy Commission (e.g., the Scope of Work Task 3 Product is "Website design and content").

Exhibit C Section 6 "Reports" gives the Commission certain rights to data and reports produced and delivered under this Agreement.

Exhibit C Section 18 "Fiscal Accounting Requirements" gives the Commission access rights to all project records.

Other Agreement terms may similarly give the Commission rights to material used or developed under this Agreement.

The intent of the Energy Commission and Recipient is to NOT include the CSE Software and Code in any of the rights from any other terms in this Agreement. Instead, this Exhibit D Section 6 sets forth the sole expression of rights relative to the CSE Software and Code. The purpose of doing this is to preserve Recipients proprietary intellectual property rights as it fulfills its obligations under this Agreement.

A. No Rights to the Code

The Recipient does not give the Commission any rights whatsoever to the Code. This means without restriction that the Commission has no right to view, access, possess, or control the Code.

B. Limited Rights to CSE Software

The Recipient grants the Energy Commission a nonexclusive license to use the CSE Software created for The Energy Commissions' benefit during the Agreement term.

Use of the CSE Software shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of it. The Energy Commission shall not: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile it or any part thereof or otherwise attempt to discover any source code or modify the CSE Software in any manner or form; (b) use the CSE Software for the purpose of building a similar or competitive product or service, (c) use the CSE Software in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights known to the Commission; (d) knowingly publish, post, upload or otherwise transmit data using the CSE Software that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (e) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the CSE Software. The Energy Commission shall comply with all applicable local, state, and federal laws in connection with its use of the CSE Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. Except as permitted by this Agreement, otherwise approved in writing by Recipient, or required by law, no part of the CSE Software may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means.

C. Third-Party Rights

If in performing this Agreement the Recipient needs to use the intellectual property of others, Recipient shall obtain, at its own expense, at least worldwide, non-exclusive royalty-free licenses for those rights during the Agreement term.

D. Recipient's Representations and Warranties.

Recipient represents and warrants to the Energy Commission that, with respect to its performance under the Agreement:

- 1) Recipient is the sole owner of the CSE Software and Code;
- 2) To the best of Recipient's knowledge, no intellectual property rights, including copyrights, trade secrets, and patents, of another person or entity are infringed or misappropriated;
- 3) To the best of Recipient's knowledge, no content, document, image, material, photograph, text, or other matter that is scandalous, libelous, obscene, or otherwise contrary to applicable law is used;
- 4) Recipient has the full power and authority to grant the rights set forth in this Exhibit D Section 6 as well as the other terms of this Agreement.

E. No Restriction on General Information

Nothing contained in this Agreement will restrict either the Recipient or Energy Commission (each a "Party") from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of such Party's personnel relating to the CSE Software or any other Agreement activities that either Party, individually or jointly, develops or discloses under the Agreement, provided that in doing so the Party does not breach its obligations under non-disclosure or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party.

F. No CSE Software in Products and Reports to Retain Commission Rights in Them

Recipient shall not include the CSE Software itself in any Product or Report under this Agreement. Instead, the Recipient will only provide in a fixed tangible form evidence of the **application** of the CSE Software. For example, the Recipient can include in the Monthly Progress Reports or the Final Report screenshots of webpages developed with the CSE Software. In this way, the Energy Commission's rights to Products and Reports through other terms in this Agreement are preserved while also preserving Recipients proprietary intellectual property rights in the CSE Software. This is important to the Energy Commission in order to be able to use the Products and Reports to publicize the Agreement activities and results (e.g., providing copies of the Final Report to the public).

This provision does not conflict with the license to use the CSE Software granted to the Commission in part B of this term because the license is not a Product or Report.

G. Survival

The terms of this Exhibit D Section 6 shall survive expiration or termination of this Agreement.

Exhibit E Contact List

California Energy Commission	Recipient
<p>Commission Agreement Manager:</p> <p>Brian Fauble California Energy Commission 1516 Ninth Street, MS-6 Sacramento, CA 95814 Phone: (916) 654-3974 Fax: (916) 654-4676 e-mail: brian.fauble@energy.ca.gov</p>	<p>Project Manager:</p> <p>Andy Hoskinson Center for Sustainable Energy 9325 Sky Park Court, Suite 100 San Diego, CA 92123 Phone: (858) 244-1181 Fax: (858) 244-1178 e-mail: Andy.Hoskinson@energycenter.org</p>
<p>Commission Agreement Officer:</p> <p>Brad Worster California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4299 Fax: (916) 654-4423 e-mail: brad.worster@energy.ca.gov</p>	<p>Administrator:</p> <p>Shelly Murphy Center for Sustainable Energy 9325 Sky Park Court, Suite 100 San Diego, CA 92123 Phone: (858) 633-1396 Fax: (858) 244-1178 e-mail: Shelly.Murphy@energycenter.org</p>
<p>Accounting Officer:</p> <p>Kathy Jones California Energy Commission 1516 Ninth Street, MS - 2 Sacramento, CA 95814 Phone: (916) 654-4377 Fax: (916) 653-1435 e-mail: kathy.jones@energy.ca.gov</p>	<p>Accounting Officer:</p> <p>Parvin Alavi Center for Sustainable Energy 9325 Sky Park Court, Suite 100 San Diego, CA 92123 Phone: (858) 244-1185 Fax: (858) 244-1178 e-mail: Parvin.Alavi@energycenter.org</p>
<p>Legal Notices:</p> <p>Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: tatyana.yakshina@energy.ca.gov</p>	<p>Recipient Legal Notices:</p> <p>Shelly Murphy Center for Sustainable Energy 9325 Sky Park Court, Suite 100 San Diego, CA 92123 Phone: (858) 633-1396 Fax: (858) 244-1178 e-mail: Shelly.Murphy@energycenter.org</p>

GRANT/LOAN AMENDMENT

CEC-140 (Revised 9/11)

CALIFORNIA ENERGY COMMISSION

 Check here if additional pages are attached. 47 Pages

AGREEMENT NUMBER:

ARV-16-017

AMENDMENT NUMBER:

6

1

This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission

RECIPIENT'S NAME

Center for Sustainable Energy

2 The term of this Agreement: From 4/12/2017 To: 9/30/20253. The maximum amount of this Agreement after this amendment \$200,000,000 (\$74,841,193 Amendment)

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:

The purpose of this amendment is to add forty-two (42) months to the term of the agreement and revise Exhibit A, Scope of Work, Exhibit A-1, Schedule of Products and Due Dates, Exhibit B Budget, and Exhibit D Special Terms and Conditions.

Exhibit A, Scope of Work (27 pages), is attached and replaces the previously approved Exhibit A, Scope of Work (23 pages), in its entirety.

Exhibit A-1 Schedule of Products and Due Dates (4 pages), is attached and replaces the previously approved Exhibit A-a Schedule of Products and Due Dates (3 pages), in its entirety.

Exhibit B Budget (11 pages), is attached and replaces the previously approved Exhibit B Budget (11 pages), in its entirety.

Exhibit D Special Terms and Conditions (5 pages), is attached and replaces the previously approved Exhibit D Special Terms and Conditions (5 pages), in its entirety.

RECIPIENT

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc)

BY (Authorized Signature)

DATE SIGNED (Do not type)

DocuSigned by:

Lawrence E. Goldenhersh

5/6/2021

NAME AND TITLE OF PERSON SIGNING

Lawrence E. Goldenhersh, President

ADDRESS

3980 Sherman Street, Suite 170
San Diego, CA 92110**STATE OF CALIFORNIA**

AGENCY NAME

State Energy Resources Conservation and Development Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

Adrienne Winuk Digitally signed by Adrienne Winuk
Date: 2021.05.07 14:05:13 -07'00'

Adrienne Winuk, Contracts, Grants and Loans Office Manager

ADDRESS

1516 Ninth Street
Sacramento, CA 95814-5512

ATTACHMENT B

Amendment #1 to Incentive Program Implementation
Services Agreement

June 15, 2023

Santa Barbara County Air Pollution Control District
Board of Directors

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

**AMENDMENT #1 TO INCENTIVE PROGRAM IMPLEMENTATION
SERVICES AGREEMENT
BETWEEN
CENTER FOR SUSTAINABLE ENERGY
AND
SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT**

This Amendment #1 (“Amendment”) by and between the Center for Sustainable Energy (“CSE”) and Santa Barbara County Air Pollution Control District (“Client”, or “Entity”) hereby amends the Incentive Program Implementation Services Agreement between the Parties dated May 20, 2021 (“Agreement”). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

The parties agree to amend the Agreement as follows:

1. Section “2.4 **Client’s Obligations**” is hereby removed and replaced in its entirety to read as follows:

2.4 Client’s Obligations. Client represents and warrants that it has reviewed, and it understands, the Grant Agreement ARV-16-017 and Grant Agreement Amendment ARV-16-017-06 (attached as Exhibit C and D) and agrees it shall comply with all applicable terms and conditions of the Grant Agreement. 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. Section “12.7 **Entire Agreement**” is hereby removed and replaced in its entirety to read as follows:

12.7 Entire Agreement. This Agreement (which includes Exhibit A, B, C and D) 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.

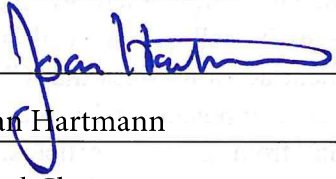
3. The California Energy Commission Grant Agreement (ARV-16-017) is hereby attached to the Agreement as Exhibit C and incorporated into the Agreement by reference.

4. The California Energy Commission Grant Agreement Amendment (ARV-16-017-06) is hereby attached to the Agreement as Exhibit D and incorporated into the Agreement by reference.
5. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.
6. Other than as specifically modified herein, all remaining provisions of the Agreement shall remain in full force and effect and are hereby ratified, approved, and confirmed.
7. This Amendment shall be subject to all of the terms and conditions of the Agreement as amended, as if it were a part thereof, including, without limitation, any provision with respect to the choice of law, venue and/or jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date written below.

**Santa Barbara County
Air Pollution Control District**

Signature: _____



Name: Joan Hartmann

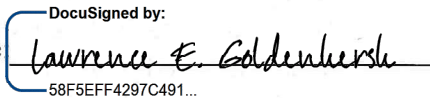
Title: Board Chair

Date: 10/20/2022

CSE

Signature: _____

DocuSigned by:



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Name: Lawrence E. Goldenhersh

Title: President


Date: 10/28/2022

Amendment #1 To Incentive Program Implementation Services Agreement
October 20, 2022

This Amendment #1 To 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:

RACHEL VAN MULLEM
Santa Barbara County Counsel

By  _____
Jennifer Richardson (Oct 12, 2022 17:15 PDT)
District Counsel


APPROVED AS TO FORM:

GREG MILLIGAN, ARM
Risk Manager

By  _____
Samantha Francis (Oct 12, 2022 20:08 PDT)
Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
Auditor-Controller

By  _____
Deputy

ATTACHMENT C

Amendment #2 to Incentive Program Implementation
Services Agreement

June 15, 2023

Santa Barbara County Air Pollution Control District
Board of Directors

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

**AMENDMENT #2 TO INCENTIVE PROGRAM IMPLEMENTATION
SERVICES AGREEMENT
BETWEEN
CENTER FOR SUSTAINABLE ENERGY
AND
SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT**

This Amendment #2 (“Amendment”) by and between the Center for Sustainable Energy (“CSE”) and Santa Barbara County Air Pollution Control District (“Client” or “Entity”) hereby amends the Incentive Program Implementation Services Agreement between the Parties dated May 20, 2021, as amended (“Agreement”). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

The Parties agree to amend the Agreement as follows:

1. Section “5.1.” is hereby removed and replaced in its entirety to read as follows:

“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. Any incentive funds that CSE has not paid out prior to the end of the term will be returned to Client.”
2. Section “10.1. **Term.**” is hereby removed and replaced in its entirety to read as follows:

“10.1 **Term.** This Agreement shall commence as of the Effective Date and shall continue until September 30, 2025, unless terminated earlier in accordance with the provisions set forth herein (“**Term**”).”
3. Exhibit B “Payment Terms” is removed and replaced in its entirety to read as specified in Attachment 1 – Exhibit B to this Amendment.
4. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.
5. Other than as specifically modified herein, all remaining provisions of the Agreement shall remain in full force and effect and are hereby ratified, approved, and confirmed.
6. This Amendment shall be subject to all of the terms and conditions of the Agreement as amended, as if it were a part thereof, including, without limitation, any provision with respect to the choice of law, venue, and/or jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date written below.

**SANTA BARBARA COUNTY AIR
POLLUTION CONTROL DISTRICT**

CENTER FOR SUSTAINABLE ENERGY

Signature: _____

Signature: _____

Name: _____

Name: Lawrence E. Goldenhersh

Title: _____

Title: President

Date: _____

Date: _____

Exhibit B

Payment Terms

Payment of Administration Funds. The Administration Funds 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 Administration Funds paid after deliverables described in Tasks 1 through 3 of Exhibit A are provided, and launch is pending;
2. \$4,200 of Administration Funds paid after processing of applications resulting in at least 75% of total SCCIP incentive funds reserved;
3. \$6,300 of Administration Funds paid after a report of all in progress and paid applications is provided, and before June 30, 2023.

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 a report of all in progress and paid applications is provided, and before June 30, 2023.

Invoicing

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

Invoicing for Payment of Incentive Funds: CSE will prepare and deliver to SBCAPCD an invoice for the payment of Incentive Funds at each point noted hereinabove. Each invoice will be accompanied by a brief report supporting the associated threshold for payment has been met. SBCAPCD 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 SBCAPCD.

Amendment #2 To Incentive Program Implementation Services Agreement
June 15, 2023

This Amendment #2 To 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:

RACHEL VAN MULLEM
Santa Barbara County Counsel

By  _____
Jennifer Richardson (Jun 1, 2023 15:27 PDT)
District Counsel

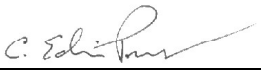
APPROVED AS TO FORM:

GREG MILLIGAN, ARM
Risk Manager

By  _____
Samantha Francis (Jun 1, 2023 16:12 PDT)
Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
Auditor-Controller

By  _____
C. Edith
Deputy