



COMMUNITIES IN CHARGE

Communities in Charge Application Materials

Application ID: App-0002337

PROJECT SITE LOCATION	
Installation Address:	2535 Commerce Way
City:	Commerce
State:	CA
Zip Code:	90040
Parcel Number (if applicable)	
Latitude/Longitude (if applicable) format as latitude, longitude with preferably 5 or more decimal places	
PROJECT SITE DESCRIPTION	
Multi-Family Housing Related	

APPLICANT/INCENTIVE RECIPIENT	
Applicant/Incentive Recipient Organization Name: <i>(Must match all documentation provided to Communities in Charge Staff)</i>	City of Commerce
Organization Address:	2323 Main St
Organization Tax ID:	472989327
City:	Irvine
State:	CA
Zip Code:	92614
Primary Contact Name (First and Last):	Karen Vigil
Primary Contact Title:	Associate Sr. Engineer
Primary Contact Organization (if different from Applicant/Incentive Recipient Organization):	City of Commerce
Primary Contact Phone:	5627457702
Primary Contact Email:	kvigil@commerceca.gov
ALTERNATE CONTACT	
Alternate Contact Name (First and Last):	Mathieu Gonin
Alternate Contact Title:	Sales
Alternate Contact Organization (if different from Applicant/Incentive Recipient Organization):	Energy Smart Group
Alternate Contact Phone:	310-612-2999
Alternate Contact Email:	mat.gonin@energysmartgroup.com

Prevailing Wage and EVITP Compliance Affidavit

PREVAILING WAGE & EVITP COMPLIANCE AFFIDAVIT

I affirm with respect to **App-0002337** ("Application Number"), under penalty of perjury of the laws of the State of California that I am authorized to attest that each of the statements in the paragraphs below are complete, true, and correct. Further, I understand and agree that applications and projects that do not meet the following requirements may not receive an incentive, and that any falsification or misrepresentation of information relating to the Project may result in, among other things, disqualification from Communities in Charge, revocation of an award, and/or other penalties. Accordingly, I acknowledge and understand the following requirements.

1. If the electric vehicle charging infrastructure and equipment to be installed supplies charging ports with **24.9 kilowatts or less and no charging ports supplying 25 kilowatts or more**, then the contractor installing that system must possess an appropriate license classification, as determined by the Contractors' State License Board, and be in good standing, with **at least one electrician on each crew at all times present during work hours and possessing an active Electric Vehicle Infrastructure Training Program (EVITP) certification**.
2. If the electric vehicle charging infrastructure and equipment to be installed supports **at least one charging port supplying 25 kilowatts or more**, then the contractor performing installation must possess an appropriate license classification, as determined by the Contractors' State License Board, and be in good standing, with **at least 25 percent of the total electricians working on the crew, at all times during work hours, holding EVITP certification**.
3. The EVITP requirements stated in this section do not apply to electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
4. If the project is a Public Work subject to the payment of Prevailing Wages pursuant to Cal. Lab. Code § 1720 et seq and/or 8 C.C.R. 16000 et seq as applicable, all persons, including contractors and/or entities prior to performing work on an applicable project must:
 - a. Confirm, in writing to Applicant/Incentive Recipient that the person, contractor and/or entity understands the prevailing wage requirements as outlined in **Prevailing Wage manual** (<https://www.dir.ca.gov/dlse/pwmanualcombined.pdf>)
 - b. Possess a registrant number through the Department of Industrial Relations and supply said registrant number to the Applicant/Incentive Recipient prior to starting work on the applicable project.
 - c. Certify in writing to Applicant/Incentive Recipient that prevailing wages will be paid for all work performed on said project;
 - d. Maintain accurate time keeping and pay records consistent with the requirements as defined in Cal. Lab. Code § 1720 et seq and/or 8 C.C.R. 16000 et seq, and if requested by Applicant/Incentive Recipient, provide time keeping and pay records to evidence payment of prevailing wages.

INCENTIVE RECIPIENT SIGNATURE

Under the laws of the State of California, I declare under penalty of perjury that all information provided, above, is true and correct and that I have read, understand, and agree to be bound by the terms and conditions as stated herein.

Incentive Recipient Name or Organization:	City of Commerce
Printed Name of Incentive Recipient's Authorized Representative (first and last):	Shahid Abbas
Title of Incentive Recipient / Title of Incentive Recipient's Authorized Representative:	Director Public Works
Signature:	<i>Shahid</i>
Date:	03/30/2026 05:07PM US/Pacific

INCENTIVE RECIPIENT AGREEMENT

For Incentive Recipient of Funds under Grant

ZVI-21-006 "Second Block Grant for Light-Duty Electric Vehicle Charger Incentive Projects"

Application Number	App-0002337
Award Number	2535 Commerce Way - Award
Applicant/Incentive Recipient	Energy Smart Group
Project Site	2535 Commerce Way
Magnitude of Award	\$119000.00
Agreement Number	220-430-009 - 220-430-009 - App-0002337
Request for Final Payment Due by:	12/07/2026

INCENTIVE RECIPIENT AGREEMENT

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Incentive Recipient Agreement Terms

1. Description of Services and Funding

Incentive Recipient shall conduct the activities associated with its proposed zero emissions infrastructure project detailed in its Application and subsequent documentation provided as parts of its participation in Communities in Charge and made a part hereof (the "Incentive Project"). The Incentive Recipient is awarded an amount up to 100% of total project costs not to exceed the awarded incentive amount of **\$119000.00** and no/100 dollars (**\$119000.00**) under this Rebate Based Agreement ("Agreement") for the completion of the Incentive Project. Note that the funding award is based on the number of EVSE installed. EVSE must meet the technology requirements and must not be purchased prior to June 11, 2025, and projects must not have completed their Final Permit Inspection prior to actual application submission. See Exhibit E Communities in Charge Implementation Manual for more information.

2. Term

The term of this Agreement shall commence following execution of the Agreement by both Parties, with an effective date of **03/13/2026**, and shall terminate 6 years following the project EVSE becoming Operational unless sooner terminated as provided for in Article 7 herein or as amended by mutual written agreement of both Parties.

3. Complete Agreement

This Agreement, its exhibits, and the documents incorporated by reference, identified in Section 4, constitute the complete agreement between the parties. All exhibits and documents incorporated by reference are incorporated herein.

Exhibits

- A. Scope of Work
- B. Payment Request Form
- C. Debarment Certification Form
- D. Communities in Charge Project Terms and Conditions
- E. Communities in Charge Implementation Manual
- F. Definitions
- G. Network Service Agreement Charging Network Provider Data Sharing Agreement Terms and Conditions

4. Documents Incorporated by Reference

The documents listed below are incorporated herein by reference. Documents incorporated by reference include:

Solicitation Documents (Document will apply only if award is made through a competitive solicitation):

- a. The funding solicitation under which this Agreement was awarded.

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations; will also be consulted if this Agreement is silent as to a specific

cost requested for reimbursement):

- b. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 *et seq.*); and

Federal Acquisition Regulations (applicable only to commercial organizations):

- c. 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:

- d. 2 California Code of Regulations, Section 11099 *et seq.*: Contractor Nondiscrimination and Compliance.

5. Order of Precedence

Should a conflict arise between this Agreement, its exhibits, and the documents incorporated by reference, subject to applicable governing laws and regulations, the following order of precedence shall apply: (1) the terms and conditions of this Agreement, (2) the exhibits, and (3) documents incorporated by reference. Where this Agreement is silent or does not apply, CALSTART will use the terms of its agreement with CEC (ZVI-21-006) or acquisition regulations listed above as guidance.

6. Suspension of Work and/or Payment

CALSTART may, in its sole discretion, suspend any and all activities under this Agreement if CALSTART determines that an Incentive Recipient is not acting in conformity with the Agreement. CALSTART will provide Incentive Recipient written notice outlining the specific reasons for the suspension. Upon receipt of notice of suspension, Incentive Recipient shall immediately cease performance of all activities under this Agreement, and must take all steps necessary to correct the non-compliance. The Incentive Recipient shall have 15 business days to correct the noncompliance. Incentive Recipient shall take reasonable steps to avoid incurring additional costs during the suspension period. Incentive Recipient shall resume performance of the work under this Agreement only upon receipt of written instructions from CALSTART. In addition, CALSTART shall have the right, in its sole discretion to terminate this Agreement and refuse payment to an Incentive Recipient for severe performance issues under one or more prior or active CEC agreement(s) within the last 10 years.

7. Termination

a. **"Termination With Cause"**. CALSTART may terminate performance under this Agreement for cause upon providing Incentive Recipient with five (5) calendar days advance notice. Upon receipt of termination notice, the Incentive Recipient will use reasonable efforts to mitigate its expenses and obligations relative to the activities of the SOW included herein.

Justifications for **"Termination With Cause"** may include, but are not limited to:

- Partial or complete loss of matching funds;
- Reorganization by Incentive Recipient to a business entity unsatisfactory to CALSTART or the

Energy Commission (CEC);

- Incentive Recipient's retention or hiring of subcontractors, or replacement or addition of personnel, who fail to perform to the standards and requirements of this Agreement;
- Incentive Recipient's inability to pay its debts as they become due or its default on any obligation impacting adversely its ability to perform successfully under this Agreement;
- Significant change in the state or CEC policy so that the work or product being funded would not be supported by the Commission; and
- Termination, in whole or in part, of CEC Grant Number ZVI-21-006, the agreement between the CEC and CALSTART, that is the source of funding for this Agreement, with or without cause.

b. **"Termination Without Cause"**: CALSTART may terminate this Agreement without cause upon providing Incentive Recipient with thirty (30) days advance notice. Upon receipt of such notice, Incentive Recipient will use all reasonable efforts to mitigate its expenses and obligations relative to its termination of the activities stated herein.

c. **"Executive Order N-6-22 - Russia Sanctions"** - On March 4, 2022, Governor Gavin Newsom issued Executive Order n-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State or CALSTART determine Incentive Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that should be grounds for termination of this agreement. CALSTART shall provide Incentive Recipient advance written notice of such termination, allowing Incentive Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State of California or CALSTART.

d. **Termination Procedures**: In the event of a Termination with Cause or Without Cause, Incentive Recipient shall immediately proceed with the following obligations:

- Stop work as specified in the notice.
- Place no further subawards, subcontracts, or orders, except as necessary to complete the continued portion of the contract.
- Terminate all subaward, subcontracts or orders to the extent they relate to the work terminated.
- Complete performance of the work not terminated.
- Submit a final termination settlement proposal to CALSTART in the form and with the certification prescribed by CALSTART within 90 days.

8. Incentive Recipient Relationship

a. Independent Contractor

Incentive Recipient's relationship to CALSTART in the performance of this Agreement is that of an independent contractor and not as CALSTART's agent, employee, or representative. Incentive Recipient acknowledges it has no authority to act for or bind CALSTART without CALSTART's prior written consent. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon CALSTART. Incentive Recipient is responsible for the payment of all applicable federal, state, and local income taxes relating to its receipt of money as an incentive award for the

incentive project under this Agreement.

b. Permits and Clearances

Incentive Recipient shall ensure all necessary permits and environmental documents are prepared and clearances obtained from the appropriate agencies to perform the work required by Incentive Recipient and its subrecipients or subcontractors under this Agreement.

c. Federal, State and Municipal Requirements

Incentive Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work to be performed under this Agreement.

9. CALSTART's Remedies for Incentive Recipient's Non-Compliance

Without limiting any of its other remedies, CALSTART may, for Incentive Recipient's noncompliance of any Agreement requirement, withhold payments, demand and be entitled to repayment of past payments, suspend or terminate this Agreement, or take any other action in accordance with applicable laws, regulations or contract terms. The tasks in the Scope of Work are non-severable, and completion of each requirement is material to this Agreement. Incentive Recipient agrees that CALSTART, without limiting its right to pursue other remedies in equity or in law, is entitled to repayment of all funds paid to Incentive Recipient if Incentive Recipient does not timely complete all tasks in the Scope of Work.

Further, if any penalty, fine, or other assessment is issued against CALSTART or the CEC as a result of the Incentive Recipient's or its subcontractors' failure to comply with Agreement requirements, Incentive Recipient shall pay all assessment amounts with its own, non-grant funds, including any assessment against CALSTART and/or CEC as a result of Incentive Recipient's non-compliance. Should Incentive Recipient fail to pay any issued penalty, fine, or other assessment, Incentive Recipient acknowledges that if CALSTART and/or the CEC pays the issued fine, penalty or assessment, the Incentive Recipient shall reimburse CALSTART and/or the CEC.

For purposes of this Agreement and CALSTART's right or remedies against an Incentive Recipient, all final determinations made by CEC or the state pertaining to or affecting this Agreement shall be binding upon Incentive Recipient.

10. Assignment

Incentive Recipient shall not assign any of its rights, duties, or interest in whole or in part, in this Agreement without the express prior written consent of CALSTART. Any unauthorized attempt by the Incentive Recipient to assign or delegate any rights or obligations under this Agreement without such consent shall be deemed null and void and constitute a breach of this Agreement.

11. Standard of Performance

In the performance of work under this Agreement, Incentive Recipient, its employees, and subcontractors shall exercise the degree of skill and care required by customarily accepted good professional practices and procedures used in Incentive Recipient's field.

Any costs arising from Incentive Recipient's failure to meet the foregoing standards of performance

or incurred to correct otherwise defective work requiring Incentive Recipient's re-performance of the work, as directed by CALSTART, shall be borne in total by Incentive Recipient and not CALSTART.

It is the Incentive Recipient's duty to ensure that funds provided through this Agreement are not misspent by Incentive Recipient or its subcontractors. This includes that it is the Incentive Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

If Incentive Recipient fails to perform in accordance with the above standard:

- a.) Incentive Recipient shall re-perform, at its own expense, any task that was not performed to the reasonable satisfaction of the CALSTART Project Manager. The re-performance of any work will not automatically extend the time period set for completion at the outset of the project.;
- b.) In the event Incentive Recipient is unable to complete re-performance within the original time frame, CALSTART shall provide a new schedule for the re-performance of any task pursuant to this paragraph, provided the Incentive Recipient has applied for, and CALSTART has approved an extension request; and
- c.) CALSTART may direct Incentive Recipient not to re-perform any task that was not performed to the reasonable satisfaction of the CALSTART Project Manager pursuant to application of (a) and (b), above. If CALSTART directs Incentive Recipient not to re-perform a task, CALSTART and Incentive Recipient shall negotiate a fair and reasonable settlement for satisfactory work performed. CALSTART's obligation, if any, to pay Incentive Recipient for this work re-performed, shall be dependent on CALSTART's receipt of monies from CEC for the additional work performed. No previous payment shall constitute a waiver of CALSTART's right to reimbursement.

Nothing in this section limits any other rights or remedies the CEC or CALSTART may have under applicable law or regulations.

12. Incentive Recipient's Staff

During the term of this Agreement, Incentive Recipient shall provide and maintain sufficiently qualified employees, agents, and personnel to perform its duties and obligations hereunder. Incentive Recipient and its employees, agents, and personnel shall obtain and maintain all applicable licenses, permits, credentials and certificates as required by local, state and federal laws, rules, regulations, guidelines and directives applicable for the operation of its facilities and for the provision of services hereunder.

13. Redemption Requests

Redemption of rebates for eligible installations made hereunder are contingent upon the receipt of continuing funding from the CEC. Upon successful completion of applicable Payment Request requirements according to the applicable Implementation Manual, Incentive Recipient shall submit redemption requests ("Redemption Requests") using the Payment Request Form provided (Exhibit B) and referencing Incentive Recipient agreement number 220-430-009 App-0002337 through the Incentive Processing Center.

This is a Rebate Based Agreement. Approved rebate amounts paid will be based on the number of eligible Level 1 Smart Outlets and Level 2 Charging Ports installed, up to the magnitude of award. DC Fast Chargers and their associated costs are ineligible for incentives through this Agreement. Note, EVSE must meet the technology requirements as indicated in Exhibit E ("Communities in Charge Implementation Manual"). Incentive Recipients have 270 calendar days (9 months) from receipt of Notice of Award (Conditional or Final) to complete Project Site and provide documentation as specified

in section 5.3 of Exhibit E to receive final payment. If Incentive Recipient fails to submit rebate requests according to these instructions, payment may be delayed or disapproved.

Eligible Level 1 EVSE can receive rebates of \$2,000.00 (two thousand and 00/100 dollars) per Smart Outlet, with an additional \$800 per Smart Outlet for projects located on Tribal lands. Number of rebates claimed for Eligible Level 2 EVSE can receive rebates of \$8,500.00 (eight thousand, five hundred and 00/100 dollars) per eligible charging port, with an additional \$3,500.00 (three thousand, five hundred and 00/100 dollars) per charging port for projects located on Tribal lands.

Incentive Recipient shall submit documentation required by the Implementation Manual Payments Requests (as applicable) with Redemption Requests. This documentation may include but shall not be limited to invoices, receipts, other relevant third-party documentation, and W9 forms. Failure to submit such documentation may cause delay in or withholding of payment.

When submitting Redemption Requests, Incentive Recipient shall **report any other sources of external funding in accordance with Incentive Recipient's Application and Supporting Materials**, including any external funding received by project partners.

Incentive Recipient must support all rebates requested by providing sufficient relevant documentation as described in Exhibit E Implementation Manual.

CALSTART will disallow payment of requests not supported by sufficient relevant documentation. Incentive Recipient shall bear all costs and expenses incurred that are not in accordance with the terms and conditions of this Agreement, unless CALSTART, in consultation with the CEC, determines otherwise. Incentive Recipient shall not request rebates for ineligible installations (installations that are not in accordance with the terms of this Agreement) or for Eligible Charging Ports and or Smart Outlets installed above the magnitude of award allowed.

Incentive Recipient shall maintain records, documents, and other evidence supporting equipment installed or anticipated to be installed, and the receipt, use, and disposition of government or CALSTART property coming into the possession of the Incentive Recipient under this Agreement. The accounting system employed by the Incentive Recipient shall be in accordance with generally accepted accounting principles and best business practices, consistently applied.

14. Audits/Examination of Accounts, Records, and Inspection

a. Retention of Records

Incentive Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after receipt of final payment or three years after the Agreement term, whichever is later, unless otherwise specified in the funding Agreement. Incentive Recipient shall retain records for the equipment acquired for this project for five (5) years from project site commissioning, and records for eventual other nonexpendable personal property acquired with incentive funds for three (3) years after its final disposition.

b. Audits

Upon written request from CALSTART or the CEC, Incentive Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, Incentive Recipient agrees to allow CALSTART or the CEC 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, unless CALSTART or the CEC notifies Incentive Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, Incentive Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by CALSTART or the State. Incentive Recipient agrees to include a similar right to audit in any subaward or subcontract.

If Incentive Recipients are independently required to conduct annual audits in accordance with the Single Audit requirements, separate and apart from this Agreement, Incentive Recipient shall provide two copies of the independent audit report and any related comments to CALSTART within 15 days of the completion of such audits.

c. Right to Audit

CALSTART, the CEC, or any other Agency of the State, reserves the right to audit, at any time during the term of this Agreement and for a period of three years thereafter, the Incentive Recipient's project costs and to disallow any costs or expenses that are unsubstantiated or unverified.

Incentive Recipient agrees to cooperate fully with any audit conducted by CALSTART (or its designated representative), the CEC, and any other Agency of the State, or their designated representative. Incentive Recipient shall not withhold any information requested or restrict the performance or timing of the audit process.

15. Site Visits

CALSTART's and the CEC's authorized representatives may make site visits at reasonable times during normal business hours and with reasonable prior notice to review Project accomplishments and Incentive Recipient's management control systems. Incentive Recipient shall provide, and require its subcontractors to provide, reasonable facilities and assistance for the safety and convenience of the above-mentioned representatives in the performance of their duties. CALSTART, CEC, and their authorized representatives will perform site visits and evaluations in a manner that does not unreasonably interfere with or delay the work.

16. Operations Requirements

Exhibit A (Scope of Work) has a section entitled "Operations Requirements" which contains certain operations requirements for EV charging stations and charging ports installed under this Agreement ("Operations Requirements"). By signing this Agreement, and as a material term of this Agreement, the Incentive Recipient agrees to be fully responsible for complying with the Operations Requirements. Incentive Recipient also agrees that CEC, as the party providing the incentive funding, is a real party in interest to this Agreement. Accordingly, if Incentive Recipient fails to meet the Operations Requirements, Incentive Recipient agrees that CEC is entitled to repayment of incentive funds. The

amount repaid shall be an amount CEC, in its sole discretion, deems reasonable to compensate for the harm done.

In the event the CEC adopts regulations that include uptime and operations requirements, for example as required by AB 2061 (Ting, Chapter 345, Statutes of 2022) and/or AB 126 (Reyes, Chapter 319, Statutes of 2023), those requirements shall supersede the Uptime Requirements contained in this Agreement wherever, as determined by the CEC, they conflict or are redundant.

17. Changes

Notwithstanding any other provisions of this Agreement or any document referenced herein, CALSTART's Chief Executive Officer/President, Chief Legal Counsel, or Chief Financial Officer are the only persons authorized to make changes in, or to redirect, the Incentive Project. Where CALSTART's approval is required under the terms of this Agreement, such requirement shall mean the approval of the Chief Executive Officer/President, Chief Legal Counsel, or the Chief Financial Officer. If the Incentive Recipient effects any change at the direction of any other person, the change will be considered as having been made without CALSTART authority and no adjustment will be made in the Agreement schedule as a result thereof. No agreement or understanding will be binding on either party unless made in writing and signed by authorized representatives of both Parties.

CALSTART may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

- Drawings, designs, or specifications of Communities in Charge;
- Projects funded;
- Method of submission for project deliverables; and
- Place of delivery of project deliverables.
- Terms and conditions of this Agreement.

If any changes to above cause an increase in the estimated time for performance, CALSTART shall consider making an equitable adjustment to the schedule necessary for performance, subject to the availability of incentive funding under CALSTART's agreement ZVI-21-006 with CEC. Incentive Recipient shall notify CALSTART of any change to which it believes it is entitled to an equitable adjustment within 30 days. Failure to provide such notice shall constitute a waiver of the Incentive Recipient's rights to an equitable adjustment. Failure of the Parties to agree on an equitable adjustment to the estimated schedule will be considered a dispute under Section 19, Disputes and Arbitration.

No amendment or variation of this Agreement shall be valid unless made in writing and signed by the parties' duly authorized representatives, except for CALSTART's right to make unilateral changes pursuant to this Section 17 or its termination rights in Section 7 of these terms. CALSTART reserves the right to unilaterally agree to an extension of the project due date for final payment request without an executed amendment.

18. Applicable Laws

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, its conflict of laws provisions excepted. Subject to the requirements of the Disputes and Arbitration provision, below, Incentive Recipient agrees that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Los Angeles, California.

Incentive Recipient hereby waives its sovereign immunity, if any, for the purposes of this Agreement.

19. Disputes and Arbitration

The Parties will make a good faith attempt to resolve any Dispute involving this Agreement through negotiations. Disputes that cannot be resolved by the Parties with good faith effort within sixty (60) days, including the breach or alleged breach thereof, may be submitted to binding arbitration (except where statutorily required) by written request of either Party (an "Arbitration Demand Notice").

Any arbitration hereunder will be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules for Administered Arbitration then in effect (the "AAA Rules"); provided, however, that to the extent that the provisions of the Agreement and the AAA Rules conflict, the provisions of the Agreement (including this Section) will govern. Unless the Parties otherwise agree, any such arbitration will be conducted by and before a single arbitrator. Any arbitrator selected pursuant to this Section will be neutral and disinterested with respect to each of the Parties and the subject matter of the Dispute.

The arbitrator will have full power and authority to determine issues of arbitrability but will otherwise be limited to interpreting or construing the applicable provisions of the Agreement and will have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of the Agreement; it being understood that the arbitrator will have full authority to implement the provisions of the Agreement, and to fashion appropriate remedies for breaches of the Agreement (including interim or permanent injunctive relief); provided, however, that the arbitrator will not have (1) any authority in excess of the authority a court having jurisdiction over the Parties and the dispute would have absent these arbitration provisions or (2) any right or power to award special, indirect, punitive, exemplary, consequential, remote, speculative or similar damages in excess of compensatory damages, except to the extent such damages are expressly permitted by the terms of the Agreement. It is the intention of the Parties that in rendering a decision the arbitrator will give effect to the applicable provisions of the Agreement and follow applicable Law.

If a Party fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitrator may hear and determine the controversy upon evidence produced by the appearing Party. Any decision rendered under such circumstances will be as valid and enforceable as if the Parties had appeared and participated fully at all stages.

Notwithstanding anything to the contrary herein, the fees of the arbitrator and all other arbitration costs will be borne equally by each Party, except that each Party will be responsible for its own attorney's fees and other costs and expenses, including the costs of witnesses selected by such Party.

The arbitrator shall render a written reasoned award, and the decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment upon any arbitration award hereunder may be entered in any court having jurisdiction thereof.

Any arbitration proceedings hereunder will be held in Los Angeles County, California and conducted remotely or such other place as the Parties may mutually agree.

The arbitration, including the interpretation of the provisions of this Section only to the extent they relate to the agreement to arbitrate set forth herein and any procedures pursuant thereto, will be governed by the Federal Arbitration Act.

Each party expressly agrees to have all disputes, claims or controversies arising out of or relating to this Agreement decided by neutral arbitration, and gives up (i) any rights the party might possess to have those matters litigated in a court or jury trial, and (ii) judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If any party refuses to submit to arbitration after agreeing to this provision, the party may be compelled to arbitrate under federal or state law.

20. Indemnification

Incentive Recipient shall indemnify, defend, and hold harmless the State, its officers, agents, and employees; California CEC, its officers, agents, and employees; CALSTART and its Board of Directors, agents, other subcontractors; and employees from and against any and all liability, claims, demands, damages, losses, and costs ("Liabilities") accruing or resulting from (i) any breach of this Agreement by Incentive Recipients or any of their subcontractors or consultants; (ii) Liabilities to Incentive Recipient, its 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 (iii) Liabilities accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Incentive Recipient or its subcontractors, if any, in the performance of this agreement.

21. Insurance

Without in any way limiting Incentive Recipient's obligations, indemnities, or liabilities under Article 20 (Indemnification), Incentive Recipient:

- Hereby warrants that it carries Worker's Compensation Insurance for all its employees who will be engaged in the performance of this Agreement, and agrees to furnish to CALSTART satisfactory evidence of this insurance at any time CALSTART may request;
- If Incentive Recipient is self-insured for worker's compensation, hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to CALSTART satisfactory evidence of this insurance at any time CALSTART may request; and
- Warrants that, in addition to Worker's Compensation Insurance, Incentive Recipient has obtained appropriate insurance coverage for all activities under this Agreement, which it shall maintain in effect through the term of this Agreement.

Incentive recipient acknowledges the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the term. Upon request, Incentive Recipient shall furnish third-party provided evidence reasonably satisfactory to show CALSTART that insurance coverages are in effect.

22. Subcontracts

Incentive Recipient shall include applicable provisions of this Agreement, applicable federal, state and local laws and regulations, and documents incorporated by reference, in all subawards or subcontracts arising under and relating to this Agreement, ensuring that sub-awardees and subcontractors adhere to the same standards and obligations as the Incentive Recipient under this Agreement. Inter-company orders under this Agreement with other subsidiaries of Incentive Recipient are not considered subawards or subcontracts hereunder.

23. Conflicts of Interest

No member of, or delegate to, any federal or state office, or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit arising from it. This clause, however, does not apply to this Agreement to the extent this Agreement is made with a corporation for the corporation's general benefit.

Incentive Recipient acknowledges that in governmental agreements, even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, Incentive Recipient, its subcontractors, and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless Incentive Recipient receives prior written approval from the CEC or CALSTART. If Incentive Recipient is uncertain whether the appearance of a conflict of interest may exist, Incentive Recipient shall submit to CALSTART, for forwarding to the Commission Agreement Manager, a written description of the relevant details.

24. Information Practices Act

A. Incentive Recipient 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).

Incentive Recipient 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. Incentive Recipient 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 Incentive Recipient shall only use Personal Information for the purposes of this Agreement. Incentive Recipient shall not disclose any Personal Information to any person or entity other than Communities in Charge Staff and the CEC.
3. Security. Pursuant to IPA § 1798.21, Incentive Recipient 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 that could result in any injury.
4. Notice. On or with any form used to collect Personal Information from individuals, Incentive Recipient 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 that 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 that are maintained by the agency.

B. Ownership and Other Rights to Personal Information.

Incentive Recipient has no Ownership or other Rights to the Personal Information. Incentive Recipient shall ensure that All Entities 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 Incentive Recipient has ownership, license, or other rights.

C. Rights to Anonymized Information Derived from Personal Information.

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

D. Retention and Destruction of Personal Information.

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

E. Survival.

The terms of Section 24 Information Practices Act shall remain in full force and effect in perpetuity.

25. Confidentiality of Information

A. All data or information provided by Incentive Recipient to CALSTART in connection with this Agreement, including any application materials, may be used by CALSTART consistent with the terms of this Agreement. CALSTART may make all data or information provided by Incentive Recipient to CALSTART in connection with this Agreement, including any application materials, available to CEC. Such information may be made public by CEC pursuant to 20 CCR 2506 and 2507 or other applicable state or federal laws and regulations.

B. Identification of Confidential Incentive Recipient Information

For the purposes of this Section, "Confidential Incentive Recipient Information" refers to information belonging to the Incentive Recipient that the Incentive Recipient has satisfactorily identified as confidential and the CEC has agreed to designate as confidential under 20 CCR 2501, et seq., or other applicable state or federal laws and regulations.

CALSTART shall treat data or information designated as Confidential Incentive Recipient Information by Incentive Recipient as confidential, subject to the limitations set forth in this Section. CALSTART shall treat Confidential Incentive Recipient Information by Incentive Recipient as confidential pending CEC's review. CALSTART shall have no obligation to treat data or information designated by Incentive Recipient as Confidential Incentive Recipient Information as confidential if such data or information:

- 1) Is in the public domain at the time of receipt by CALSTART;
- 2) Is published after receipt thereof by Incentive Recipient (or another) or that otherwise becomes part of the public domain through no fault of CALSTART;
- 3) Was already in CALSTART's possession at the time of receipt thereof and was not acquired directly or indirectly from the Incentive Recipient; or
- 4) CALSTART can demonstrate it received the data or information from a third party that did not require CALSTART to hold it in confidence.

C. Confidential Deliverables: Labeling and Submitting Confidential Incentive Recipient Information.

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Agreement, specific Confidential Incentive Recipient Information to be provided as a deliverable. All such confidential deliverables shall be marked by the Incentive Recipient as "Confidential" on each page of the document containing the Confidential Incentive Recipient Information and presented in a zip file to the Communities in Charge inbox communitiesincharge@calstart.org with "Confidential" in the subject line. (Non-confidential deliverables are submitted via the Incentive Processing Center.) All Confidential Incentive Recipient Information will be contained in the "confidential" volume; no Confidential Incentive Recipient Information will be in the "public" volume."

D. Submittal of Unanticipated Confidential Incentive Recipient Information as a Deliverable.

During this Agreement, Incentive Recipient may obtain or develop additional data or information not originally identified as a confidential deliverable. In this case, Incentive Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The CEC's Executive Director or designee is responsible for making the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in an Attachment to this Agreement.

E. Disclosure of Confidential Incentive Recipient Information

Disclosure of Confidential Incentive Recipient Information by the CEC may only be made pursuant to 20 CCR 2506 and 2507 or other application state or federal laws or regulations. All confidential data, records, or deliverables that are legally disclosed by Incentive Recipient or any other entity may become public records and are no longer subject to the above confidentiality designation.

F. Access to Confidential Information and Personal Information

- 1) If Incentive Recipient will receive confidential information or personal information from the CEC, CALSTART, or a third-party for the performance of this Agreement, Incentive Recipient must first agree to and comply with the CEC's special terms for confidential information.
- 2) For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the

CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

- 3) For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.
- 4) If any other individual or entity participating in anyway with this Agreement, including but not limited to subcontractors, vendors, and other project partners, will receive confidential information or personal information from the CEC, CALSTART or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information.
- 5) The Incentive Recipient must flow-down the CEC's special terms for confidential information into each subcontract, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Incentive Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, incentive recipients, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.
- 6) If this Agreement does not include the CEC's special terms for confidential information and the CEC determines CALSTART, Incentive Recipient, or any other individual or entity participating with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC and CALSTART reserve the option to amend this Agreement to add its special terms for confidential information.
- 7) Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, neither Incentive Recipient nor any other individual or entity participating in anyway with this Agreement may not disclose any information provided to it by the CEC, CALSTART, or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

G. Incentive Recipient shall include the substance of this clause in all subcontracts awarded under this Agreement.

26. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder of this Agreement shall not be affected thereby.

27. Entire Agreement

This Agreement, its exhibits, and the documents incorporated by reference, identified in Section 4, represents the entire Agreement of the Parties pertaining to the subject matter herein, and shall supersede all prior oral and written agreements, communications, negotiations, and discussions between the Parties.

28. Amendment, Waiver, and Discharge

- A. No amendment or modification of any provision of this Agreement shall be effective unless such amendment or modification is mutually agreed upon in writing by the parties' duly authorized representatives, except for CALSTART's right to make unilateral changes pursuant to this Section 17 or its termination rights in Section 7 of these terms.
- B. 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 by law.
- C. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of the parties hereto by their duly authorized representatives. The failure of either party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of either party thereafter to enforce each such provision.
- D. Change in Business
 - 1) Incentive Recipient shall promptly notify CALSTART 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 Incentive Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect CALSTART or the CEC's rights.
 - 2) Incentive Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to CALSTART. A change of business entity or name change requires an amendment assigning the Agreement to the changed entity. If CALSTART or the CEC is not satisfied that the new entity can perform as the original Incentive Recipient, CALSTART may terminate this Agreement as provided in the termination paragraph.

29. Title to Property

- A. Equipment Defined

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 in whole or in part with grant funds. Electric Vehicle Supply Equipment purchased in whole or in part with grant funds shall be considered "equipment" for purposes of this Agreement regardless of whether it has an acquisition cost of at least \$5,000. 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 grant funds. The CEC or CALSTART may determine the normal useful life of such equipment.

B. Title to Equipment

Title to equipment acquired by Incentive Recipient as a part of this project shall vest in the Incentive Recipient. The Incentive Recipient shall not encumber the property without CALSTART approval. CALSTART shall follow criteria approved by the CEC when determining whether to approve Incentive Recipient's equipment encumbrance request.

C. Equipment Disposition

The equipment title holder shall use the equipment in the project or program for which it was acquired as long as needed. When no longer needed for the original project or program, the title holder shall contact CALSTART for disposition instructions.

30. Protection of Incentive Recipient Real Property and Equipment

Incentive Recipient agrees to maintain Project real property, equipment, and supplies in good operating order as received or when purchased or produced, with normal wear and tear excepted.

Incentive Recipient shall maintain the equipment in operable condition for six (6) years after commissioning, and shall not encumber in any way the equipment, supplies, or materials reimbursed under this Agreement.

31. Rights in Contract Data

All data collected or produced under this Agreement shall be the property of CALSTART or the CEC. Incentive Recipient shall not use Communities in Charge Project data for any purpose other than to perform its obligations under this Agreement, and shall handle proprietary data in accordance with the provisions of this clause. The CEC 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 CEC upon receipt.

Incentive Recipient agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from the CEC or an CEC contractor or Incentive Recipient, the Incentive Recipient shall treat such data in accordance with any restrictive legend contained thereon, unless another use is specifically authorized by prior written approval of the CEC Contract Administrator. Incentive Recipient acknowledges that in the performance of the Services under this Agreement, Incentive Recipient agrees not to disclose any such information without the prior written consent of the CEC and CALSTART.

32. Notices

All notices, requests, demands, and other communications required or permitted under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission to a proper address; or d) via the Incentive Processing Center. All notices must be sent to the addresses below:

For CALSTART, Inc.:

For legal matters:	For program matters:
Marc Gottschalk, Chief Legal Counsel	Nick Kline
CALSTART, Inc.	CALSTART, Inc.
48 S. Chester Avenue	48 S. Chester Avenue
Pasadena, CA 91106	Pasadena, CA 91106
Phone: 877-367-4493	Phone: 877-367-4493
Email: mgottschalk@calstart.org	Email: communitiesincharge@calstart.org
For accounting and finance matters:	
Piero Stillitano, CFO	
CALSTART, Inc.	
48 S. Chester Avenue	
Pasadena, CA 91106	
Phone: 626-744-5608	
Email: pstillitano@calstart.org	

For Incentive Recipient:

For business and contract matters:	For program matters:
Name: Shahid Abbas	Name: Karen Vigil
Organization: City of Commerce	Organization: City of Commerce
Address: 2323 Main St	Address: 2323 Main St
City, State, Zip: Irvine, CA, 92614	City, State, Zip: Irvine, CA, 92614
Phone: 408-836-5148	Phone: 5627457702
Email: sabbas@commerceca.gov	Email: kvigil@commerceca.gov

33. Execution in Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other party/parties. Facsimile or electronic signatures shall be deemed sufficient and legally binding as if an original signature was applied to this Agreement.

34. Survival of Terms

Certain terms in this Agreement, the Project Terms and Conditions, and the Implementation Manual shall survive the completion or termination date of this Agreement for any reason. These terms include, but are not limited to:

- Data collection requirements described in Exhibit A and Exhibit G
- Retention of Records provisions
- Redemption Requests provisions
- Equipment provisions
- Change in Business provisions
- Termination provisions
- Audit provisions
- Indemnification provision
- "Fiscal Accounting Requirements"
- Receipt of Confidential Information and Personal Information provision
- "Publications" - Legal Statements on Reports provisions
- Operations Requirements

35. Force Majeure

Neither Party shall be liable to the other for any loss, claim, or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons, embargoes, delays in the mail, transportation and delivery, power failures, or other causes beyond the control of the Parties.

36. Public Works - Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds and that involve construction, alteration, demolition, installation, repair, or maintenance work over one thousand dollars (\$1,000.00) may be considered a Public Works subject to the payment of prevailing wages as determined by the California Department of Industrial Relations. If Incentive Recipient believes it is not subject to prevailing wage requirements, it should notify CALSTART in writing.

See 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.

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

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.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination.

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.

By accepting this Agreement, Incentive 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 wages. Therefore, as a material term of this Agreement, Incentive Recipient must either:

- A. Proceed on the assumption that the project is a public work and ensure that:
 - 1) Prevailing wages are paid;
 - 2) The project budget for labor reflects these prevailing wage requirements; and
 - 3) 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 the California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

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

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

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

Questions. If Incentive Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law,

CALSTART recommends Incentive Recipient consult DIR or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Incentive Recipient must provide a self-certified statement indicating all covered trades met prevailing wage requirements. Incentive Recipient shall certify on each Payment Request Form (Exhibit B), either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Incentive Recipient and all subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In case of the latter, Incentive 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.

For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Incentive Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Prior to the release of any retained funds under this Agreement, Incentive Recipient shall submit to CALSTART the above-described certificate signed by Incentive Recipient. Absent such certificate and/or appropriate documentation confirming that the project is not a public work, Incentive Recipient shall have no right to receive any funds under this Agreement, and CALSTART and the CEC shall be relieved of any obligation to pay said funds.

37. Nondiscrimination

During the performance of this Agreement, Incentive 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, or denial of family care leave. Incentive Recipient and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Incentive Recipient 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 11000 *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 4.1 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. Incentive Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with whom they have a collective bargaining or other Agreement.

Incentive Recipient shall include the nondiscrimination and compliance provisions of this clause in all subawards or subcontracts to perform work under this Agreement.

38. Equal Employment Opportunity

In connection with the execution of this Agreement, Incentive Recipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or sexual orientation or any other protected classes. Incentive Recipient shall take affirmative actions as required to ensure job applicants are employed, and that employees are treated equally during their employment, without regard to their race, religion, color, sex, sexual orientation, national origin, age,

or other protected class. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

39. Contracting and Procurement Procedures

All Incentive Recipient subcontracts resulting from work under this Agreement must incorporate all the following as applicable based on the underlying circumstances:

- A clear and accurate description of the material, products, and services to be procured, and timeline.
- Provisions that allow for administrative, contractual, and legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions as may be appropriate.
- Provisions for termination by the Incentive Recipient, including termination procedures and the basis for settlement, and language conforming to the "Termination" provision relating to Executive Order N-6-22 - Russia Sanctions.
- 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.
- "Publications" - Legal Statements on Reports provisions specified in this Agreement.
- Language conforming to the "Equipment" provision in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Language conforming to the "Change in Business" provision in this Agreement.
- Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.
- Public Work - Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) requirements for the use of EVITP certified electricians specified in this Agreement.
- Conflicts of Interest provision specified in this Agreement.
- Insolvency, Bankruptcy or Receivership provision specified in this Agreement.
- Survival of the following provisions:
 - Retention of Records provisions specified in this Agreement.
 - Audits provisions specified in this Agreement.
 - Language conforming to the "Equipment" provision in this Agreement.
 - Language conforming to the "Indemnification" provision in this Agreement.
 - Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.

40. Intellectual Property Rights

Subject to Section 25's requirements covering Confidential Incentive Recipient Information, Incentive Recipient acknowledges and agrees that with respect to all data or information required to be delivered to the CALSTART in connection with this Agreement, CALSTART shall have unlimited rights in such data or information. For purposes of this Agreement, unlimited rights means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others, including but not limited to CEC, to do so.

Incentive Recipient agrees to obtain for CALSTART rights in data or information obtained from

subcontractors or vendors as may be necessary to ensure that Incentive Recipient complies with the terms of this Section and lawfully is able to deliver to CALSTART deliverables with unlimited rights.

41. Budget Contingency Clause

This Agreement shall be of no further force and effect if the Budget Act of the current year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, neither CALSTART nor the CEC shall have any liability to pay any funds whatsoever to the Incentive Recipient or to furnish any other consideration under this Agreement, and the Incentive 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, CALSTART and the CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC or CALSTART; or 2) offer an Agreement Amendment to the Incentive Recipient to reflect the reduced amount.

42. Power of Attorney

If applicable, Incentive Recipient agrees to execute, when requested, patent, copyright, or similar applications and assignments to CALSTART, and any other lawful documents reasonably deemed necessary by CALSTART to carry out the purpose of this Agreement. Incentive Recipient further agrees that the obligations and undertaking stated in this subsection will continue beyond the termination of this Agreement. If CALSTART is unable to secure Incentive Recipient's signature to any lawful and necessary document required to apply for or execute any patent, copyright, or other applications with respect to the Content Data (including, but not limited to, improvements, renewals, extensions, continuations, divisions, or continuations in part thereof), Incentive Recipient hereby irrevocably designates and appoints CALSTART and its duly authorized officers and agents as Incentive Recipient's agents and attorneys-in-fact to act for and on Incentive Recipient's behalf and, instead of Incentive Recipient, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, and other rights thereon with the same legal force and effect as if executed by Incentive Recipient.

43. Time is of the Essence

Time is of the essence in this Agreement. The parties anticipate Incentive Recipient will, to the reasonable satisfaction of CALSTART, complete all activities stated in Exhibit A to this Agreement, with schedule and deadline flexibility as allowed and pre-approved by CALSTART and the CEC.

44. Authority

The Incentive Recipient signatories hereto represent and warrant that they are authorized and empowered, and have the legal capacity, to execute this Agreement and to legally bind the Incentive Recipient both in an operational and financial capacity, and that the requirements and obligations under this Contract are legally enforceable and binding on the Incentive Recipient.

45. Publications - Legal Statement on Reports and Acknowledgment of California Climate Investments

The Incentive Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

a. Legal Notices

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

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California CEC. It does not necessarily represent the views of the CEC, its employees, or the State of California. The CEC, 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.

b. Acknowledgement of California Climate Investments

Incentive Recipients shall include the California Climate Investments funding boilerplate and logo on all outreach and public facing materials including but not limited to press releases, media advisories, printed collateral, event invitations and project/program websites. The boilerplate language is:

The California Energy Commission's Zero-Emission Vehicle Infrastructure Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

Guidance on California Climate Investment logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <http://www.caclimateinvestments.ca.gov/logo-graphics-request/>.

46. Assembly Bill 841 (2020)

By signing this Agreement, Incentive Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor

and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- A. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- B. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

47. Third Party Beneficiary

The California Energy Commission shall be considered a real party in interest under this Agreement for the purpose of carrying out, and enforcing any or all of the terms or conditions of this Agreement. CALSTART shall have the right at any time to assign this Agreement without the Incentive Recipient's consent to the California Energy Commission.

48. Insolvency, Bankruptcy or Receivership

The Incentive Recipient shall notify CALSTART no later than 5 calendar days following Incentive Recipient becoming aware of Incentive Recipient's parent, a subrecipient, a vendor, or a site host planning any of the following events (each an "Insolvency Event"): (1) the entity's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act or similar applicable law; (2) the entity's consent to the institution of an involuntary case under the Bankruptcy Act or similar applicable law; (3) the filing, or planning of filing, of any similar proceeding for or against the entity, or the entity's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the entity, under any other applicable law; or (4) the entity's insolvency due to its inability to pay debts generally as they become due. In the event Incentive Recipient is planning for an Insolvency Event, it shall immediately, but no later than five calendar days, notify CALSTART.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of the event; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described above, CALSTART and the CEC reserve the right to conduct a review of the Agreement to determine the Incentive Recipient's compliance with the required elements of the Agreement (including such items as match share, progress towards project objectives, and submission of required products). If CALSTART or the CEC review determines that there are significant deficiencies or concerns with the Incentive Recipient's continued performance under the Agreement, CALSTART and/or the CEC reserve the right to take any action available under this Agreement including, but not limited to, issuing a Stop Work Order or terminating the Agreement.

Failure of the Incentive Recipient to comply with this term may be considered a material breach of this Agreement.

This term shall be flowed-down to all subcontractors, vendors, and site hosts.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute this Agreement as of the dates listed below, and to take effect as of 03/13/2026.

CALSTART, Inc.

Incentive Recipient:

By: 

By: *Shahid*

Name: Marc Gottschalk

Name: Shahid Abbas

Title: Chief Legal Counsel

Title: Director Public Works

Date: 03/30/2026 05:07PM US/Pacific

Date: 03/30/2026 05:07PM US/Pacific

Exhibit A - Scope of Work

Incentive Recipient	City of Commerce
Project Site Location	2535 Commerce Way
Objectives	This contract establishes an agreement between CALSTART and the Incentive Recipient to install and operate EV Charging Infrastructure at the Project Site Location.

Duties and responsibilities are listed below and may be found in Exhibit E.

Tasks To Be Performed

Incentive Recipient shall complete or be responsible for ensuring the completion of the following tasks:

1. Incentive Recipient Responsibilities

- 1.1 Design, develop, construct, install and perform all other necessary work necessary to deploy EVSEs at the Project Site Location.
- 1.2 Must comply with all US federal, California state, local safety, permitting, zoning, and other guidelines.
- 1.3 Must use Electric Vehicle Infrastructure Training Program (EVITP) certified electricians for the installation of the Level 2 EVSEs according to the following requirements:
 - a. If the electric vehicle charging infrastructure and equipment to be installed supplies Charging Ports with 24.9 kW or less and no Charging Ports supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least one electrician on each crew at all times during work hours who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification;
 - b. If the electric vehicle charging infrastructure and equipment to be installed supports at least one Charging Port supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least 25 percent of the total electricians working on the crew, at all times during work hours, holding EVITP certification.
 - c. The EVITP requirements stated in this section do not apply to electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- 1.4 **Final Payment:** Incentive Recipients have **270 calendar days (9 months)** from receipt of their *Notice of Award* (Conditional or Final) to complete their Project Site and provide their Payment Request Form to the CALSTART Project Team.
- 1.5 Ensure all equipment is installed by a qualified and licensed contractor in good standing with the Department of Consumer Affairs Contractors State License Board (CSLB), and that this installation is in accordance with US federal, CA state, and local codes and abides by all permitting and inspection requirements.
- 1.6 Acquire and maintain the electric vehicle charging station and real property insurance as required by law. If the installed and commissioned infrastructure is damaged, destroyed, or otherwise becomes permanently inoperable due to accident or negligence by the Incentive Recipient or any other party, the Incentive Recipient must notify Communities in Charge staff.

- 1.7 Report project status and delays in a timely manner to Communities in Charge Staff in accordance with the Implementation Manual and Terms and Conditions.
- 1.8 Provide timely updates to the Construction Project Tracker in the Incentive Processing Center.
- 1.9 Ensure the connected EVSE is maintained and operated for no less than 6 years from the date of final commissioning. Without limitation to other rights and remedies which the CEC or CALSTART may have, including but not limited to survival provisions specified in this Agreement, this requirement of Incentive Recipients to continue the operational requirements for the EVSE for six years after the beginning of operation shall survive the completion or termination date of this Agreement.
- 1.10 Acquire and maintain a network service agreement including the terms as described in Exhibit G, for the Project Site for no less than 6 years from the date of final commissioning.
- 1.11 Provide CALSTART or CEC with no less than 6 years of Level 2 EVSE usage data in accordance with the operational requirements described in this Exhibit. CALSTART may implement a mechanism to streamline the transfer of required data.
- 1.12 Submit reports and respond to surveys put forth by Communities in Charge Staff for a period of 36 months (3 years) from project commissioning. The foregoing reports and surveys may be prompted by Communities in Charge emails (communitiesincharge@calstart.org) or through the IPC, and the Incentive Recipient must respond by any stipulated deadlines contained therein.
- 1.13 Be available for follow-up inspection if requested by Communities in Charge Staff, CEC, or CEC's designee.
- 1.14 Disclose all sources of funding and incentives used in combination with Communities in Charge incentive funds, including any received by project partners.
- 1.15 Through submission of an application to Communities in Charge, Applicants must agree to allow the California Energy Commission to use application data for publicly available data tools, including, but not limited to, the Energy Commission's Cost Transparency Tool.
- 1.16 Ensure the accuracy of the information on all incentive applications and required documentation submitted. Submission of false information on any required documents may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California.
- 1.17 Comply with AB 2061 requirements and ensure a minimum of 97% uptime of all Level 2 EVSEs receiving Communities in Charge Incentives for six (6) years, as defined in the Level 2 EVSE Usage Data Collection.
- 1.18 Must ensure the incentivized charging equipment remains in service at the Project Site for at least 6 years from the date of final commissioning.
- 1.19 Through submission of an application to Communities in Charge, Applicants must agree to complete all required application documentation in accordance with the guidance provided in the Implementation Manual, by Communities in Charge Staff, and the Terms and Conditions. Applicants must further agree that Communities in Charge Staff reserves all rights and remedies available under the law to enforce the requirements of the Project and may report breaches and noncompliance by any participant to the California Energy Commission for legal recourse. This may include but shall not be limited to repayment of past incentives and suspension or termination of an Applicant's Notice of Award.
- 1.20 Ensure all electric vehicle supply equipment (EVSE) installed for commercial use has a type approval certificate issued through the California Type Evaluation Program (CTEP) administered by the California Department of Food and Agriculture (CDFA) Division of Measurement Standards (DMS) or Certificate of Conformance issued by the National Type Evaluation Program (NTEP) administered through the National Conference on Weights and Measures. California accepts NTEP certificates so long as the device also meets CCR Title 4, Section 4002.11.
- 1.21 Unless otherwise updated by the CDFA DMS, ensure installation, repair, or maintenance on commercial EVSE is performed by a Registered Service Agency (RSA) and after the device is placed in service, the RSA must report this information to the county within 24 hours. Device owners are

responsible for registering their device with the county.

2. Programmatic Data Collection

2.1 The following data parameters concerning overall project participation in Communities in Charge shall be collected through the IPC from each submitted application:

- a. Quantity (number), type, date, and location of Charging Ports and Smart Outlets installed;
- b. Nameplate capacity of the installed equipment, in kW;
- c. Number and type of Charging Ports per Level 2 and Smart Outlets per Level 1 EVSE;
- d. Location type, such as street, parking lot, hotel, restaurant, or multi-family housing; and
- e. Total cost per Charging Port or Smart Outlet, including any federal subsidies, utility subsidies, Communities in Charge incentives, and any privately funded share per Charging Port or Smart Outlet.
- f. Qualitative information associated with environment, social, economic, or public health co-benefits, as requested.

2.2 The programmatic data collection set forth in Section 2.1 above is not exclusive, CALSTART and / or the CEC have the right to request that additional data be collected and provided at no cost to CALSTART or the CEC.

3. Level 2 EVSE Usage Data Collection

3.1 CALSTART will request data on throughput, usage, and operations of Level 2 EVSEs receiving incentives from Communities in Charge. The goal of this is to collect operational data from Project Sites and to analyze that data for economic and environmental impacts. Applicant shall:

- a. Ensure data is provided to CALSTART at least quarterly upon final commissioning of the installed Level 2 EVSEs;
- b. Provide CALSTART with the following data using 15-minute intervals, at a minimum, from the usage of the Level 2 EVSEs:
 - i. EVSE ID
 - ii. Port ID
 - iii. Port maximum (in kW)
 - iv. Connection start/end date (MM/DD/YYYY)
 - v. Connection start/end time (HH/MM/SS)
 - vi. Charge session start/end date (MM/DD/YYYY)
 - vii. Charge session start/end time (HH/MM/SS)
 - viii. Energy consumed (in kWh)
 - ix. Vehicle make, model and year
 - x. Interval ID
 - xi. Interval peak demand (in kW)
 - xii. Interval start/end date (MM/DD/YYYY)
 - xiii. Interval start/end time (HH/MM/SS)
 - xiv. Interval average demand (in kW)
 - xv. Idle duration
 - xvi. Uptime
 - xvii. Downtime reason
 - xviii. Event start/end date (MM/DD/YYYY)
 - xix. Event start/end time (HH/MM/SS)
- c. Comply with requests by CALSTART to obtain the foregoing data in a format and frequency that is acceptable to CALSTART and CEC.
- d. The foregoing data parameters may be updated and, therefore, are subject to change.

4. Level 2 EVSE Operations and Reliability Requirements

4.1 Incentive Recipient agrees to be fully responsible for compliance with the reliability performance

standards, recordkeeping, reporting, and maintenance requirements (Requirements) for EV chargers installed as part of this Agreement. In the event the CEC adopts additional requirements as a result of the implementation of new regulations, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), those requirements shall supersede the requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.

4.2 Operations

- a. **Operational requirement for all chargers:** The Incentive Recipient shall operate charging ports installed as part of this Agreement during the term of this Agreement.
- b. **Uptime requirement for all chargers:** The Incentive Recipient shall ensure that the charging port uptime for each charging port installed in the project is at least 97 percent of each year for six years after the beginning of operation.
- c. **Successful charge attempt rate (SCAR) requirement for networked chargers:** The Incentive Recipient shall ensure that the charging port SCAR for each charging port installed in the project is at least 90 percent for each year for six years after the beginning of operation.
- d. **Maintenance requirements for all chargers:** The Incentive Recipient shall:
 - i. Require that preventive maintenance is conducted, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
 - ii. Require that corrective maintenance is completed within 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.
- e. **Ocpp requirements for networked chargers:** The Incentive Recipient shall require that the services of a charging network provider are retained that meets the bulleted criteria below to record, retain, and transmit the Remote Monitoring data for networked Level 2 chargers specified in Task 4.3 and Exhibit G.
 - i. The charging network provider must have an API of the CEC's choosing to permit the charging network provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
 - ii. The charging network provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.
 - iii. The charging network provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.
 - iv. The charging network provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:
 1. AuthorizeRequest shall be transmitted to the Central Management System by the charger.
 2. AuthorizeResponse shall be transmitted by the Central Management System to the charger.
 3. BootNotificationResponse shall be transmitted by the Central Management System to the charger in response to any received BootNotificationRequest.
 4. HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
 5. HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatResponse.

6. RequestStartTransactionRequest shall be transmitted by the Central Management System to the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
 - a. StatusNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status changes.
 - b. TransactionEventRequest shall be transmitted to the Central Management System by the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
 - c. The optional field meterValue must be populated when the eventType field is set to either "Started" or "Ended."
 - d. When populated, the sub-subfield Value of the subfield SampledValue of the field meterValue shall be transmitted in Watt-hours (Wh).
 - e. When populated, the sub-sub-subfield unit of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default string, "Wh."
 - f. When populated, the sub-sub-subfield multiplier of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default integer, 0 (zero).
 - g. When the meterValue field is populated, the measurand sub-subfield of the SampledValueType subfield, of the field meterValue shall be populated as specified in OCPP 2.0.1 or a later version.

4.3 Recordkeeping and Transmittals

- a. **For all chargers**, collect and retain the maintenance records specified below for each charging port installed and operated as part of this Agreement for 6 years from the date the charging port begins operation. Provide *Maintenance Records* to CALSTART and/or the CEC within 10 business days of request.
- b. **Maintenance Records, for all chargers, Recipient shall collect and retain:**
 - i. Reports of inoperative charging ports or charging port failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
 - ii. Records of any maintenance conducted on charging ports installed and operated as part of the agreement. Records should specify the following:
 1. Date and time of the maintenance event.
 2. Whether maintenance was corrective or preventive in nature.
 3. Whether and for how long the charging port was in an inoperative state prior to maintenance.
 4. Whether the charging port was in an operative state following maintenance.

4.4 Data Sharing Agreement

- a. Incentive Recipient shall include Exhibit G as an Exhibit to their Network Services Agreement with their selected charging network provider.
- b. Incentive Recipient shall submit the dually signed Network Services Agreement with Exhibit G to CALSTART within 30 calendar days of selecting a charging network provider and executing a Network Services Agreement, or within 30 days of executing this Agreement if a Network Services Agreement is already in place.
- c. Incentive Recipient shall notify CALSTART within 30 calendar days if the Incentive Recipient changes its selected charging network provider.
- d. If a new charging network provider is selected, the new dually signed Network Services Agreement with Exhibit G shall be submitted to CALSTART within 30 calendar days of the charging network provider's selection and execution of a Network Services Agreement.

5. Greenhouse Gas Reduction Funds Reporting Requirements

5.1 Incentive Recipient shall provide program metrics and data reports to CALSTART and/or the CEC as requested on a schedule and in a format using the data methodology provided by CALSTART and/or the CEC consistent with the detailed information in the CARB guidance which is posted at www.arb.ca.gov/cci-quantification.

- a. Incentive Recipients must submit data and/or reports to CALSTART and/or the CEC as requested on expenditures, investment benefits, and project outcomes, consistent with the project- type specific reporting requirements in CARB guidance and methodologies once available as provided at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.
- b. Information to be provided may include, but is not limited to:
 - i. Greenhouse Gas Emission Reductions and Co-benefits Assessments
 1. Recipient name
 2. Project description
 3. Project Location
 4. Census tract
 5. Dates: Project Selected; Awarded; Completed; Operational
 6. GGRF dollars allocated
 7. Estimated total project greenhouse gas emission reductions, or the input data required to calculate these estimates
 8. Estimated total project air pollutant reductions, or the input data required to calculate these estimates
 9. Estimated results of other co-benefits, such as energy use reductions, energy cost saving, etc., or the input data required to calculate these estimates.

Exhibit B - Payment Request Form

The most up to date Payment Request Form applicable to each funding wave will be posted on the [Communities in Charge website](#). Screenshots of the form are also provided below.



Payment Request Form

	Agreement # <small>(found in IRA)</small>		DATE
Magnitude of Award <small>(found in Notice of Award email)</small>	Award ID <small>(found in Notice of Award email)</small>	Application ID <small>(found in IPC)</small>	
\$ -			

Incentive Recipient Information	
Organization Name	
Organization Mailing Address	
Primary Contact Name	
Primary Contact Phone	
Primary Contact Email	

Project Information				
<small>Add the number of EVSE in the project's original CIC award, the number installed with CIC incentives, and the number installed at the same site that did not benefit from a CIC incentive. "Total Installed" should match the total number of EVSE at the site.</small>				
EVSE	CIC Awarded	CIC Installed	Non-CIC Installed	Total Installed
Level 2 Charging Ports				0
Level 1 Smart Outlets				0
All EVSE	0	0	0	0

<small>Add the total project cost (the sum of all costs directly attributable to project and scope) associated with all EVSE at the site and the total project cost associated with CIC-incentivized EVSE only. If all EVSE at the site received CIC incentives, enter the same number in both cells.</small>	
Total Project Costs	Total Costs
Total Project Cost associated with all installed EVSE at site	
Total Project Cost associated with CIC-incentivized EVSE only	

Tribal Site	Yes/No
Does the Project Site serve a Tribe or Tribal Institution?	

Payment Request				
EVSE Category	CIC-Incentivized EVSE Installed	Subtotal CIC Rebate	Non-CIC Stacked Incentives	Total Incentives
Level 2 EVSE (Ports)	0	\$ -	\$ -	\$ -
Level 1 EVSE (Outlets)	0	\$ -	\$ -	\$ -
Total	0	\$ -	\$ -	\$ -

Amount Payable to Incentive Recipient	\$0
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Preferred Payment Option	Check One
Automated Clearing House (ACH)	<input type="checkbox"/>
Mailed Check (to address listed above)	<input type="checkbox"/>

Project Attestations	Check One
Prevailing wages were paid to eligible workers who provided labor for work covered by the payment request. The Incentive Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws.	<input type="checkbox"/>
This project is exempt from the requirement to pay prevailing wages because it has received DIR or court determination that the project is not a public work requiring the payment of prevailing wages. In this case, the Incentive Recipient shall provide proof of the DIR or court determination regarding exemption.	<input type="checkbox"/>

Are you or any project partners presently involved in or intending to engage with any funding programs that would otherwise preclude project eligibility from receiving funding for this Project Site through Communities in Charge now or in the future? Refer to Section 2.1 of the Implementation Manual for more details on eligibility requirements and stacking rules.	Yes/No

I certify to the best of my knowledge and belief that the attestations and information in this Redemption Request are correct and complete and all outlays and obligations are for the purposes set forth in Communities in Charge. I certify under penalty of perjury that this Redemption Request is accurate, correct, and proper for payment in all respects, and payment in excess of total project 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. I further certify under penalty of perjury that I have carefully reviewed the terms and conditions for this Agreement and have determined that, for work covered by this invoice, (i) the Contractor/Recipient and all subcontractors have complied with all Agreement terms, including the requirement of compliance with public works and prevailing wage laws, which when applicable require the payment of prevailing wages to eligible workers, and (ii) the Payment Request Form entries are reasonable, well supported and based on the best available information. I acknowledge that CALSTART and the CEC have the right to audit all company records to confirm compliance with this certification.

Signature of Certifying Officer	Date	
Type or Print Name and Title	Phone	
Email		

Notes

CALSTART Use Only			
Communities in Charge Team Approval		Amount Authorized:	
Reviewed by	Date	Check #	
		Check Date	
		Tracking #	

CALSTART Project Manager	Date	CALSTART Accounting Date
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Stacking Form

Instructions:

If only Communities in Charge incentive funds were used for this project, leave this form blank. If incentive funds from another program were applied to this project, fill out this form by entering the project and award information for the stacked incentives in the cells below. Total Project Cost is the sum of costs directly attributable to the project. For stacking requirements, refer to the FW4 Implementation Manual Section 2.1. For each non-CIC incentive used in this project, submit a Notice of Award as an attachment to this form. The amount of funding awarded should be clearly visible in the Notice of Award. The Incentive Recipient must disclose all sources of stacked funding for this project, including any incentives received by the utility customer of record, site host, or other project partner.

Allowable Stacking Approaches (Check all that apply)

Project is using funds from LCFS revenue or Federal tax credits or funds not administered by CEC.	<input type="checkbox"/>
Project is using funds associated with a utility tariff or rule program (Rule 15, Rule 16, Rule 29, Rule 45) for utility-side infrastructure only.	<input type="checkbox"/>
Recipient is a Local Government and is using local, state or federal funding for costs not covered by CIC's rebate, and these funds are not from an EV incentive or rebate program designed to support the cost of EV charging.	<input type="checkbox"/>
Project is using other incentive funding sources to cover project costs not covered by CIC's rebate.	<input type="checkbox"/>
Project is using other incentive funding sources to cover costs of installing more than the 40-port maximum for CIC.	<input type="checkbox"/>

Incentive Stacking Information

Name of stacked incentive program A	
Funder/funding source of program A	
Name of stacked incentive program B	
Funder/funding source of program B	

Award Information

	CIC	Program A	Program B
Total Award Amount	\$ -	\$ -	\$ -
Level 2 Ports - EVSE (#)	0		0
Level 2 Ports - Incentive (\$)	\$ -	\$ -	\$ -
Level 1 Outlets - EVSE (#)	0	0	0
Level 1 Outlets - Incentive (\$)	\$ -	\$ -	\$ -

Level 2

L2 EVSE Incentives Requested/Paid	\$ -
CIC L2 EVSE Incentives Requested	\$ -
Non-CIC L2 EVSE Incentives Requested/Paid	\$ -

Level 1

L1 EVSE Incentives Requested/Paid	\$ -
CIC L1 EVSE Incentives Requested	\$ -
Non-CIC L1 EVSE Incentives Requested/Paid	\$ -

All EVSE

Total Project Cost associated with all EVSE	\$ -
Total Incentives Requested/Paid	\$ -
Total Project Cost associated with CIC-incentized EVSE	\$ -
Total CIC Incentives Requested	\$ -
Total non-CIC Incentives Requested/Paid	\$ -
Total incentives less than total project cost?	Yes
Total CIC incentives less than total CIC project cost?	Yes

Notes related to Stacking (Program A)
Notes related to Stacking (Program B)



	Project Information	# of Items	Uploaded to IPC
1	Final Inspection Card(s) or Make Ready Form		<input type="checkbox"/>
2	Photos of Installed EVSE with visible serial numbers		<input type="checkbox"/>
3	Job Site Installation Form		<input type="checkbox"/>
4	Itemized Invoice(s) for eligible EVSE showing date of cost incurred		<input type="checkbox"/>
5	W9 for Incentive Recipient		<input type="checkbox"/>
6	Construction Progress Tracker filled out in IPC with milestone dates		<input type="checkbox"/>
7	(Level 2 only) Network Service Agreement with Exhibit for "Charging Network Provider Data Sharing Agreement Terms and Conditions"		<input type="checkbox"/>
8	(If stacking) Notice(s) of Award from stacked incentive program(s) indicating award amount		<input type="checkbox"/>
9	(If exempt from prevailing wage requirements) Competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.		<input type="checkbox"/>
	Other:		<input type="checkbox"/>
	Other:		<input type="checkbox"/>

Exhibit C - Debarment Certification Form

Incentive Recipient certifies that neither the Incentive Recipient firm nor any owner, partner, director, officer, or principal of the Incentive Recipient, nor any person in a position with management responsibility or responsibility for the administration of public funds:

- (a) Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within the three-year period immediately preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (b), above; or
- (d) Has within a three-year period immediately preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

Incentive Recipient further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated:	03/30/2026 05:07PM US/Pacific
By (Applicant/Incentive Recipient Signature):	<i>Shahid</i>
By (Applicant/Incentive Recipient Name):	Shahid Abbas

Exhibit D - Project Terms and Conditions

1. Applicable Requirements

When an eligible person, organization, business, or entity (i.e., "Applicant") submits an online incentive application ("Application") for Communities in Charge ("Project") through the Incentive Processing Center ("IPC"), Applicant agrees to be bound upon signature by the parties concerned to the applicable Incentive Recipient Agreement, the following Communities in Charge Project Terms and Conditions ("Project Terms and Conditions") and the Project Implementation Manual in effect and available on thecommunitiesincharge.org ("Communities in Charge website") when the Application is submitted.

For the purposes of this Incentive Recipient Agreement, and in relation to these Project Terms and Conditions, "Applicant" and "Incentive Recipient" will be treated as bound pursuant to this Agreement.

2. Applicant Requirements

To be eligible to submit an Application, an Applicant must:

- 2.1. Be the property owner, an authorized lessee, or an authorized representative seeking incentives towards the installation of eligible EVSEs. An "authorized representative" is the owner of the site ("Site Owner") where the incentivized EVSEs will be installed ("Project Site") or an individual who has received written permission from the Site Owner (in the form of a signed Site Verification Form) to apply on the Site Owner's behalf;
- 2.2. Ensure their Project Site meets all associated eligibility requirements;
- 2.3. Ensure any legal action (threatened or pending) against Applicant will not impact the completion or operation of the Project Site or the dispersal of incentive funds;
- 2.4. Agree to the following regarding participation in and submission of an application to Communities in Charge:
 - 2.4.1. I agree that submission of an application to Communities in Charge does not guarantee receipt of an award, and that any costs incurred by Applicant are incurred at Applicant's risk;
 - 2.4.2. I agree to partner with any vendor, contractor, EVSP, or other project representative to ensure complete documentation for incentive redemption;
 - 2.4.3. I agree to receive automated emails from the Communities in Charge Incentive Processing Center and Communities in Charge Staff;
 - 2.4.4. I agree to keep Communities in Charge Staff informed as to my IPC profile to ensure my primary points of contact on application correspondence are current and correct;

- 2.4.5. I agree that all information associated with this incentive request, including but not limited to business name and address, contact information, and sales transactions, are public information and can be released;
- 2.4.6. I agree to the relevant Manufacturers Terms and Conditions applicable to the Equipment associated with these incentives and agree to purchase an extended product warranty for associated Level 2 EVSE;
- 2.4.7. I agree to perform reasonable due diligence when selecting vendors, installers, and subcontractors to assist in the construction, installation, commissioning, completion, operation, maintenance, reporting, and other necessary project activities of an infrastructure site and hereby waive all rights to hold responsible Communities in Charge Staff for potential delays, damages, or injuries that may result from my selection(s);
- 2.4.8. I agree to obtain or to ensure timely application and receipt of all necessary permits, clearances, and environmental documents from the appropriate authorities having jurisdiction over such matters;
- 2.4.9. During the performance of this contract, Applicant 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 (e.g., cancer), age, marital status, and denial of family care leave. Applicant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Applicant 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 11000 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 4.1 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. Applicant 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.
- 2.4.10. Applicant agrees to release and hold harmless the California Energy Commission, CALSTART, its officers, agents, subcontractors and employees from any and all claims and losses accruing or resulting to the Applicant arising out of, or in any way connected with this Application.

3. Application Process

Applications are accepted only during an open application window, which provides Applicants the opportunity to review Application information carefully prior to submission. All Application information and Application documents submitted during the applicable application window will be considered final and corrections to this information will not be permitted without explicit written permission from Communities in Charge Staff.

Each Applicant agrees to the following regarding participation in and submission of an application to Communities in Charge:

- 3.1. Communities in Charge may cancel any Application for any reason at its discretion, including if it reasonably suspects the Application was submitted using any method that could unfairly disadvantage other Applicants, including, but not limited to, Applications submitted using bots or other automated processes. Communities in Charge further requires unique login credentials for submitting Applications and prohibits the sharing of unique login credentials among entities. In the event the Applicant is sharing its unique login credentials among its employees, the Applicant shall be liable and responsible for all changes by such individuals through its login. By accepting these requirements, Applicant certifies under penalty of perjury under the laws of the State of California that these methods were not used to submit an Application.
- 3.2. An Applicant must complete and submit an Eligible Application through the Communities in Charge IPC. To be considered an Eligible Application, an Application must include but shall not be limited to the following ("Application Requirements"):
 - 3.2.1. Applicant Organization Name
 - 3.2.2. Primary contact's full name, email address, and phone number
 - 3.2.3. Applicant's TAX ID number
 - 3.2.4. The address of a site identified as eligible for the Project ("Project Site")
 - 3.2.5. Selection of charging equipment identified as eligible for the Project ("Eligible Equipment") or available equipment selection field for an eligible quantity (see Technology Eligibility contained in the Implementation Manual)
 - 3.2.6. Information on the type of Project Site (e.g., multi-family housing, multi-family housing related, etc.)
 - 3.2.7. A completed and signed Site Verification Form confirming that Applicant is the Site Owner OR that the Site Owner authorizes Applicant to install equipment at the Project Site.

- 3.2.8. Documentation supporting the Project's Tier 1 or Tier 2 level of readiness, as described in the Implementation Manual.
- 3.2.9. For multi-family housing related sites: Applicant Attestation on the Site Verification Form for walkable distance and accessibility to residents of a multi-family housing address within 1/8th of a mile of the Applicant's project site.
- 3.2.10. Supporting documentation demonstrating to the satisfaction of Communities in Charge Staff that the Project Site for which an Applicant is submitting an Application meets the minimum requirements set forth in the Implementation Manual for consideration as a Community Connection. This documentation is optional.
- 3.2.11. Letters of support demonstrating to the satisfaction of Communities in Charge Staff that a Community Based Organization ("CBO") supports the installation of EVSEs at the Project Site and will provide a significant benefit to the surrounding community. This documentation is optional. Inclusion of the items, above, constitute an Eligible Application. Applicants are encouraged, however, to submit additional documentation that may elevate their Readiness Tier ("Tier"). The following must be submitted through the IPC and verified by Communities in Charge Staff for an Applicant to be eligible for Final Award:
- 3.3. Inclusion of the items, above, constitute an Eligible Application. An awarded project must be verified by Communities in Charge Staff as meeting Tier 1 requirements for an Applicant to be eligible for Final Award.
- 3.4. EVSE at Project Sites that have already been commissioned prior to Application submission are ineligible for incentives. Projects must not have completed their Final Permit Inspection prior to actual application submission. Eligible EVSE must not be purchased prior to June 11, 2025.**

4. Incentive Disbursement Requirements

After submission, Applications will be assigned a Readiness Tier ("Tier") based on the documents submitted in their Application. Tiers are described in the table, below.

Readiness Tier	Documents Provided at Time of Application
Tier 1	Site Verification Form + Final Site Design + <i>Issued Building Permit + Eligible Equipment Selection (See Note)</i>
Tier 2	Site Verification Form + Final Site Design + <i>Building Permit Application</i>

Applications chosen from Tier 1 shall receive a Notice of Final Award. Applications chosen from Tier 2 shall receive a Notice of Conditional Award and shall have ninety (90) calendar days to submit through the IPC additional documentation showing they meet the requirements outlined for Tier 1.

Note: For Level 1 EVSE, an Applicant will be considered to have selected eligible equipment if they have either (a) selected eligible Level 1 EVSE from the Eligible Equipment List or (b) selected Level 1 EVSE that meets all eligibility criteria as listed in Implementation Manual Section 2.4 Technology Eligibility.

5. Redemption Requests

For an Application to be eligible to receive incentives, it must have received a Notice of Final Award through the IPC. To request a Payment, an Applicant must complete and submit a payment request through the IPC and ensure the Construction Project Tracker in the IPC is completed.

To be considered an eligible payment request, this payment request must include, but shall not be limited to, the following:

- 5.1. A signed copy of the Job Site Installation Form certifying compliance with prevailing wage requirements, use of licensed contractors in good standing including the name, Contractors State License Board ("CSLB") number, and signature of the General Contractor, and abidance by EVITP requirements, including name and EVITP Certification Number of each technician as applicable.
- 5.2. Completed copies of invoice(s) for EVSE, including the itemized invoice(s) for installed chargers showing the date of cost incurrence and eligible EVSE models.

- 5.3. A signed copy of the Final Inspection Card by the appropriate Authority Having Jurisdiction ("AHJ").
- 5.4. A signed copy of the executed Network Service Agreement for Level 2 EVSE, including cost, duration, and terms of the agreement. The Network Service Agreement shall include terms as specified in Exhibit G.
- 5.5. Photos showing eligible, installed, commissioned equipment, including associated legible serial numbers.
- 5.6. Each Applicant agrees to the following regarding disbursement of Communities in Charge incentives:
 - 5.6.1. I agree to report any stacking and matching costs (if applicable) with sufficient supporting documentation. I further acknowledge that the failure to do so may result in delayed or cancelled payment.
 - 5.6.2. I agree to keep written records of all project costs for at least three (3) years after final payment has been received and provide Communities in Charge Staff or its designee with these records within ten days of their request. These records include, but are not limited to, invoices, proofs of purchase, equipment payment information, associated bank records, and purchaser information.
 - 5.6.3. I understand that this Communities in Charge incentive request is valid only for the specific equipment associated with the incentives, and that any incentive provided based on this request will be null and void if the incentive recipient, vendor/manufacture, or equipment identified herein change prior to incentive receipt or for noncompliance with applicable Communities in Charge requirements. I further understand and agree that the following exceptions may apply:
 - a.) An awardee may, at the sole discretion of CALSTART, its subcontractors, or the California Energy Commission, be permitted to change its previously selected equipment. Such permission must be in writing; must include explicit details on the make, model, and quantity of equipment being changed. A request to change equipment, granted or otherwise, shall not be permissible cause for granting an extension in accordance with the Cancellation and Extensions Policy posted on the Communities in Charge website.
 - 5.6.4. I agree to provide a request for Final Payment no later than 270 calendar days from the date of receipt of a Notice of Final Award, unless granted explicit written permission for an

extension from Communities in Charge in accordance with its Cancellation and Extensions Policy contained on the Communities in Charge website.

6. Incentive Amounts

Incentives issued to Applicant, if any, may cover only costs associated with this project. Incentives may not exceed 100% of the Project Site's total project costs.

Incentive disbursements shall be made through a check sent by mail to the address of the Applicant or via ACH payment. Applicant must coordinate with Communities in Charge Staff to sign up for ACH payment. Disbursements will occur only after completion of the Project Site and after Communities in Charge Staff have approved all corresponding documentation and materials submitted by the Applicant as part of a Payment Request.

7. Rebate Eligibility

The award for Funding Wave 4 will be a flat-rate rebate and will no longer be based on reimbursement of eligible costs as in previous funding waves. To be eligible to apply for this rebate, EVSE must meet the technology requirements laid out in Section 2.4 of the Implementation Manual, EVSE must not be purchased prior to June 11, 2025, and projects must not have completed their Final Permit Inspection prior to actual application submission.

8. Combination With Other Incentives

Regarding the use of Communities in Charge incentives in combination with any other funding source, Applicant agrees:

- 8.1. To disclose all sources of funding that apply to the payment of any costs for which Applicant requests and may receive Communities in Charge incentives, especially those coming from any other California Energy Commission funded project/grant;
- 8.2. That the Project is not involved in or intending to engage with any funding programs that would otherwise preclude eligibility from receiving funding for this Project Site through Communities in Charge now or in the future;
- 8.3. That CALSTART and the CEC may share project information with utilities and other funding programs to evaluate compliance with stacking rules;
- 8.4. To comply with stacking rules listed in the Implementation Manual, including Section 2.1 Applicant Eligibility which lists acceptable and unacceptable forms of stacking;

- 8.5. That project incentives, including those used in combination, must not exceed 100% of the overall project cost; and
- 8.6. That a determination of eligibility for any additional funding sources eligible for combination with Communities in Charge shall not confer eligibility under Communities in Charge.

9. Delays, Cancellations, and Extensions

Regarding delays, cancellations, and extensions, Applicant agrees:

- 9.1. That the Applicant has read and understands the requirements in the "Extensions and Cancellations Policy" published on the Communities in Charge website and agrees to be bound by that policy;
- 9.2. To provide Communities in Charge Staff timely written notice of any and all delays as the Incentive Recipient becomes aware and submit any needed extension requests as early as possible;
- 9.3. That the determination of granting an extension to Applicants shall rest with CALSTART and all such determinations shall be final. Applicant further agrees to abide by any determinations made by CALSTART in response to an Applicant's request for extension and acknowledges that any efforts to abuse, circumvent, or not abide by said determinations may lead to temporary or permanent forfeiture of eligibility for participation in current and future funding opportunities with Communities in Charge; and
- 9.4. That all applications past their expiration date(s) without an approved extension are subject to cancellation.

10. Installation Requirements

Applicant must complete a Project Site as described, below, to be eligible to receive incentive funds:

- 10.1. The Project Site must install eligible new equipment (not refurbished or previously installed and removed), which is installed for the first time.
- 10.2. The Electric Vehicle infrastructure must be one of the following:
 - 10.2.1. New to the Project Site;
 - 10.2.2. Existing on the Project Site, but charging equipment has not been present on the site previously (e.g., stub-out or make-ready); or
 - 10.2.3. Existing on the Project Site and existing EVSEs will be replaced. Level 1 and Level 2 EVSEs are the only existing equipment eligible for replacement. DC Fast Chargers are not eligible for replacement.

- 10.3. All necessary permits must be obtained in accordance with all applicable federal, state, and municipal laws, rules, codes, and regulations for work performed to complete the Project Site.
- 10.4. All work performed to complete the Project Site must be carried out by a qualified and licensed contractor with a valid CSLB license number in good standing and in accordance with all local, state, and federal codes, permitting, and inspection requirements.
- 10.5. All electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the CSLB, and in compliance with the EVITP certification requirements as mandated by California Public Utilities Code Section 740.20.
- 10.6. If the project is a Public Work, Incentive Recipients must comply with all requirements of California's Prevailing Wage Law. In the event the project is a Public Work such that prevailing wages must be paid, it shall be mandatory upon the General Contractor, and upon associated vendors thereunder, with whom an Incentive Recipient contracts, to pay no less than said specified rates to all workers employed by them in execution of the contract for which an incentive was awarded to the Applicant, among other things. Every project is subject to potential audit for Prevailing Wage compliance.
- 10.7. For Level 2 EVSE: Applicant must contract with a Network Provider capable of providing the Level 2 EVSE Usage Data Collection ("Required Data") as outlined in the Implementation Manual.
- 10.8. ***Failure to complete a Project Site in accordance with the foregoing Installation Requirements shall deem the Project Site and its corresponding Application as ineligible for disbursement of incentive funds and non-compliant.***

11. Operational Requirements

After the Project Site is completed and commissioned by the appropriate Authority Having Jurisdiction (AHJ), Applicant agrees to comply with operational and maintenance requirements as detailed in the Implementation Manual and Exhibit A.

12. Data Collection

The Applicant agrees to adhere to the data collection requirements outlined here and in the Implementation Manual.

12.1. Construction Progress Tracker

Regarding the Construction Progress Tracker, each Applicant agrees:

- 12.1.1. To provide timely updates to the Construction Progress Tracker in the Incentive Processing Center for each individual Project Site that received a Notice of final Award throughout the award period;
- 12.1.2. That Communities in Charge Staff may require that the Construction Progress Tracker be updated prior to approving Installation Window Extension requests; and
- 12.1.3. That completion of all key milestones in the Construction Progress Tracker is required prior to submission of a final payment request.

12.2. Programmatic Data Collection

Each Applicant agrees to provide programmatic data for each submitted application as listed in the Implementation Manual and Exhibit A.

12.3. Level 2 EVSE Usage Data Collection

Regarding data on throughput, usage, and operations of Level 2 EVSEs receiving incentives from Communities in Charge, Applicant agrees to comply with requirements detailed in the Implementation Manual and Exhibit A.

12.4. Responding to Surveys

Applicant agrees to submit reports and respond to surveys put forth by Communities in Charge Staff for a period of 36 months (3 years). The foregoing reports and surveys may be prompted by Communities in Charge emails (communitiesincharge@calstart.org) or through the IPC, and the Applicant must respond by any stipulated deadlines contained therein.

13. Exclusion of Entities from Participation

13.1. CALSTART, without limiting any of its other remedies, reserves the right to exclude certain entities from participating in Communities in Charge, either directly or indirectly, as applicants, incentive recipients, equipment providers, or other entities whose involvement might otherwise delay, obstruct, or prevent the completion of a Project Site. CALSTART may do so under the following circumstances, but shall not be limited to those expressly listed below:

- 13.1.1. **Noncompliance with Applicable Laws:** Entities found to be in violation of any applicable US federal, California state, and local laws, ordinances, rules, codes, standards, or regulations may be excluded from participating in the Program;
- 13.1.2. **Noncompliance with Program Requirements:** Entities that fail to meet or adhere to the requirements, guidelines, or standards established by Communities in Charge, or who

engage in conduct that undermines the integrity or effectiveness of Communities in Charge, may be excluded from participation;

13.1.3. **Noncompliance with Separate Programs:** Entities found to be noncompliant with requirements imposed under separate programs, whether mandated by law or implemented by other entities, or who have been debarred or suspended from contracting with federal, state, or local governments, may be excluded from participating in Communities in Charge at the sole discretion of CALSTART and the California Energy Commission;

13.1.4. **Unreasonable Delays or Conduct:** Entities that cause unreasonable delays in project completion, exhibit conduct detrimental to the objectives of Communities in Charge, or engage in activities compromising the efficiency or fairness of Communities in Charge may be excluded from participation.

13.2. The decision to exclude an entity from participation in Communities in Charge shall be made at the sole discretion of CALSTART and the California Energy Commission, and only after considering relevant evidence and factors pertaining to the noncompliance or conduct in question. Such decisions shall be final and are not subject to appeal;

13.3. Entities excluded from participation in the Program shall be duly notified in writing of the reasons for their exclusion and may seek clarification.

14. Declarations

Please review each statement below. By signing, you are indicating you agree with the following statements and that information provided in your application is accurate and truthful.

14.1. I am either the owner of the site ("Site Owner") where the charging installation being incentivized will be installed ("Project Site") or an individual who has received permission from the Site Owner, via the Communities in Charge Site Verification Form, to apply on behalf of the Site Owner for the Project Site, and agree to the following declarations;

14.2. I have read, understand, and agree to be bound by the requirements set forth in the Communities in Charge Implementation Manual;

14.3. I will ensure all contractors working to complete the Project Site will comply with California Prevailing Wage law;

14.4. I will ensure that the construction and installation of the Project Site adheres to the EVITP certification requirements as mandated by California Public Utilities Code Section 740.20, and shall ensure the use of EVITP certified technicians for the installation of the EVSEs according to the following requirements:

- 14.4.1. If the electric vehicle charging infrastructure and equipment to be installed supplies charging ports with 24.9 kW or less and no charging ports supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least one electrician on each crew at all times during work hours who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification;
- 14.4.2. If the electric vehicle charging infrastructure and equipment to be installed supports at least one charging port supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least 25 percent of the total electricians working on the crew, at all times during work hours, holding EVITP certification;
- 14.4.3. The requirements stated in 14.4.1 and 14.4.2 above do not apply to electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- 14.5. I shall ensure the Project Site premises are well-lit, secure, and in compliance with all US federal, California state, and local laws, ordinances, rules, codes, standards, and regulations.
- 14.6. I will ensure that any legal action against the Applicant Organization, either threatened or pending, does not impact the completion or operation of the Project Site or disbursement of incentive funds;
- 14.7. I choose to submit voluntarily any personally identifying information contained within the application information for the purposes of processing the incentive and enforcing the Requirements;
- 14.8. I expressly consent to allow Communities in Charge, which is funded by the California Energy Commission and implemented by CALSTART, to share any personally identifiable information contained in the application or collected as part of the project, including but not limited to the signed application, contact information, EV charger utilization data, and supporting documents with Project Partners and with other organizations and agencies providing similar or related incentives in the project region, and consent to allow Project Partners and other organizations/agencies to confirm to Communities in Charge the status of the project and that the information in the application is accurate;
- 14.9. Other organizations/agencies relating to the project may contact me or the owner directly regarding the Communities in Charge application;
- 14.10. I assert that I am not coordinating with affiliated companies to manipulate a single-applicant cap, if any such cap is applicable to distribution of block grant funds;

- 14.11. I understand that Communities in Charge Staff reserves all rights and remedies available under the law to enforce these terms and conditions, and those outlined in the Implementation Manual, and may report breaches to this agreement to the California Energy Commission for legal recourse;
- 14.12. Without limiting any of its other remedies, I acknowledge that CALSTART may, upon Applicant's noncompliance with any requirement, withhold future payments, demand and be entitled to repayment of past incentives, and suspend or terminate an Applicant's application or Notice of Award. Completion of all required application activities is material to participation in Communities in Charge. Thus, CALSTART, without limiting its other remedies, is entitled to the repayment of all funds paid to Applicant if Applicant does not timely complete all necessary tasks relating to participation in Communities in Charge. In addition, CALSTART may report breaches of these terms and conditions to the California Energy Commission for legal recourse;
- 14.13. I expressly assert that the information provided in this application and all supporting documentation provided with it is true and correct;
- 14.14. I have read and agree to the terms of Communities in Charge Privacy Policy located on the Communities in Charge website.

APPLICANT/INCENTIVE RECIPIENT SIGNATURE

I declare under penalty of perjury, under the laws of the State of California, that all of the information provided above is true and correct. I further acknowledge that I have read, understand, and agree to be bound by the terms and conditions as outlined.

Applicant/Incentive Recipient Name or Organization:

City of Commerce

Printed Name of Applicant/Incentive Recipient's Authorized Representative (first and last):

Shahid Abbas

Title of Applicant/Incentive Recipient / Title of Applicant/Incentive Recipient's Authorized Representative:

Director Public Works

Signature:

Shahid

Date:

03/30/2026 05:07PM US/Pacific

Exhibit E - Communities in Charge Implementation Manual & Addendum

Funding Wave 4

Original Release Date: 06/11/2025

Update: 08/05/2025 (changes from original summarized in Section 1.3 and highlighted in **bold underline**)

This document was prepared as a result of work funded through the California CEC. It does not necessarily represent the views of the CEC, its employees, or the State of California. The CEC, 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.

Notes to Applicants: When an application is submitted, the most current Project Implementation Manual available and the Project Requirements agreed to by the Applicant will apply. CALSTART, however, may modify this Project Implementation Manual, and the Project Requirements, as needed for the good of the program. For Applicants with active awards, also note:

- Applications for projects or project sites that have an active Communities in Charge award as of the date of application submission will not be considered or reviewed and will be marked as disqualified for Funding Wave 4.
- A project that is cancelled or withdrawn from a prior funding wave may reapply for consideration in Funding Wave 4, notwithstanding the charger purchase date requirement in Section 2.5, provided the project is otherwise eligible for Funding Wave 4. Communities in Charge may take prior project performance into consideration as defined in this Implementation Manual (see Section 2.1 on Applicant Eligibility). Projects must have a fully processed cancellation/withdrawal to be considered, including provision of all required documentation. The Applicant should submit a Notice of Cancellation in the Cancellations and Extensions Form at least 30 calendar days prior to intended application submission to receive a timely approval and confirmation on eligibility for resubmission in Funding Wave 4.
- While an application for a project may have received an award previously, a submission of a new application for the same project does not guarantee an award in Funding Wave 4.

For more information regarding the cancellations and extensions, you can review the Cancellations and Extensions Policy and Project Terms and Conditions on the [Communities in Charge document library](#).

Key Definitions

Applicant

An Applicant is the party submitting an application to Communities in Charge for consideration of incentives. An Applicant to Communities in Charge must be the property owner, their Authorized Lessee, or

their Authorized Representative seeking a rebate based on the number of eligible Level 1 Smart Outlets and Level 2 Charging Ports installed. If chosen for award, an Applicant may thereafter also be referred to as the "Incentive Recipient" with all of the duties and responsibilities applicable thereto.

Authorized Lessee

An Authorized Lessee is a party that enters into a legally binding lessor / lessee agreement with the property owner. An Authorized Lessee must have been granted the authority by the lessor to use the leased premises for the purposes outlined in the lease agreement, in accordance with applicable California state laws and regulations governing leases, including the right to make reasonable alterations or improvements to the property, including but not limited to the installation of electric vehicle (EV) charging equipment.

Authorized Representative

An Authorized Representative is an individual or entity designated by the property owner or the Authorized Lessee of a property to act on their behalf and exercise certain rights, powers, and privileges in connection with the construction, installation, operations, maintenance, or other activities relating to the property. An Authorized Representative may include but is not limited to contractors, subcontractors, agents, or employees engaged by the property owner or Authorized Lessee to perform specific tasks or services on the property, such as the installation of electric vehicle (EV) chargers. The Authorized Representative is obligated to perform their duties in accordance with applicable laws, regulations, and industry standards, while also respecting the rights and interests of both the property owner and any lessee. The rights and privileges of the Authorized Representative are subject to the overall control and supervision of the property owner or Authorized Lessee, who retain ultimate responsibility for the property and its use.

Battery Electric Vehicle (BEV)

A vehicle that uses electricity from an on-board battery as its sole source for propulsion.

Charging Port

The equipment originating from a single ENERGY STAR® certified Level 2 EVSE, that connects to a BEV or PHEV using the SAE J1772 connector and is capable of supplying 6.2 kilowatts (kW) or greater. A Level 2 EVSE may have one or two Charging Ports. If two Charging Ports can be used concurrently to charge two (2) vehicles, then the Level 2 EVSE has two (2) Charging Ports.

Community-Based Organization (CBO)

A public or private nonprofit organization that is representative of a community or significant segments of a community.

A Community-Based Organization is further defined as an organization that (a) is place-based, with an explicit geographic focus area that includes proposed Project Site(s), (b) has staff members, volunteers, or Board members that reside in the community where the Project Site(s) are located or intended to serve,

and (c) has a demonstrated track record of at least one (1) year providing services in the geographic focus area that includes proposed Project Site(s).

Community Connection

A Community Connection is defined as a Project Site with particular benefit to its surrounding community. Applicants whose Project Site may be identified as such must meet specific requirements (outlined within this Implementation Manual).

Demand Management Equipment and Software

Demand Management Equipment and Software serves as a mechanism that allows Electric Vehicle Supply Equipment (EVSEs) to receive signals from utilities indicating when electrical demand on the grid is low and at its peak, and that may influence power consumption across one or multiple Charging Ports.

Disadvantaged Community (DAC)

California Environmental Protection Agency has formally designated four (4) categories of geographic areas as disadvantaged:

1. Census tracts receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0.
2. Census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps but receiving the highest 5 percent of CalEnviroScreen 4.0 cumulative pollution burden scores.
3. Census tracts identified in the 2017 DAC designation as disadvantaged, regardless of their scores in CalEnviroScreen 4.0.
4. Lands under the control of federally recognized Tribes. Tribes may be added to a California managed list in accordance with CalEPA guidance.

*For the most relevant map to identify Disadvantaged Communities, please follow the link below.

<https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/>

Final Commissioning

A project site is deemed "Commissioned" or has received "Final Commissioning" on the date the Final Inspection Card has been signed by the appropriate Authority Having Jurisdiction (AHJ).

Incentive Processing Center

The Incentive Processing Center (IPC) is an online portal linked on the Communities in Charge website. This system enables registration, application submission, application and award management.

Incentive Recipient

An Applicant whose application has been selected for award.

Level 1 EVSE (Electric Vehicle Supply Equipment)

The equipment that is intended to be used to connect to a BEV or PHEV and supply charge using alternating current (AC). Level 1 EVSEs require a 110/120-volt AC input, 12A - 20A circuit, and one Smart Outlet.

Level 2 EVSE (Electric Vehicle Supply Equipment)

The ENERGY STAR® certified equipment that connects to a BEV or PHEV and supplies charge using alternating current (AC). Level 2 EVSEs require a 208/240-volt AC input. A Level 2 EVSE may have one or two Charging Ports.

Light Duty Vehicle

A vehicle primarily used to transport passengers and cargo (i.e., cars, vans, SUVs, pickup trucks), with a Gross Vehicle Weight Rating (GVWR) less than or equal to 10,000 pounds, (i.e., Class 1 through Class 2 Vehicles, as designated by the U.S. Department of Transportation).

Low-Income Community

A geographic area whose census tracts have been identified as "Low-income Communities" per Assembly Bill 1550, or a low-income household per Assembly Bill 1550.

*For the most relevant map to identify Low-Income Communities please follow the link below:

<https://webmaps.arb.ca.gov/PriorityPopulations/>

Multi-Family Housing

Residential properties with multiple dwelling units installed on real property owned or leased for multi-family housing with five (5) or more units. Single-family dwellings (detached), duplexes, triplexes, individual townhomes, and individual mobile homes are not considered multi-family housing.

Multi-Family Housing Related

Real property that is within 1/8 of a mile (660 feet) of multi-family housing (measured in walkable distance), suitable for installing Level 1 and/or Level 2 EVSE and is either a) accessible to the public (including residents of that multi-family housing) for at least 18 hours a day, seven days a week, excluding holidays or b) is intended for use by residents of one or more multi-family housing sites. **For a multi-family housing related site to be eligible, the Applicant must provide a Site Verification Form attesting to the walkable distance and accessibility of the site to residents of a multi-family housing address.**

Plug-in Hybrid Electric Vehicle (PHEV)

A vehicle that combines two propulsion modes in one (1) vehicle - an electric motor that is powered by a rechargeable battery plus an internal combustion engine.

Priority Populations

As identified in California census tracts, Priority Populations are Disadvantaged Communities including federally recognized Tribal Lands (DAC) and Low-Income Communities (LIC). Only Project Sites lying within the bounds of a DAC or LIC and not within "buffer" areas shall be considered as such for scoring purposes.

Project

A project is defined as an installation of eligible EVSE at an eligible Project Site as part of an Applicant's submission or Incentive Recipient's award.

Project Site

The real property with an identifiable address in California in which EVSE shall be installed and remain in operation for the duration of the network service agreement. New construction (i.e. Greenfield, Brownfield) is not an eligible Project Site.

Publicly Accessible EVSE

EVSE that can be accessed by a driver without passing through a gate or fence and is located in a lot or area that has no signs restricting access to the lot or use of the EVSE, can be considered publicly accessible.

EVSE that requires a driver to pass through a gate or enter a fenced parking area must be accompanied by clear signage visible from both the public roadway and at the gate/fence entrance that indicates EV charging is open to the public in order for that EVSE to be considered "publicly accessible" or "accessible to the public." Additionally, the facility website and/or EV Charging digital listings such as websites or mobile apps should clearly indicate that the EVSE at that location is open and available to the public.

Charging users should be able to access the EVSE without excessive usage fees (such as excessive parking or valet fees). Utilizing the EVSE should not impose costs to charge that are in excess of industry norms.

Rebate

Flat-rate rebate based on the number of eligible ports or Smart Outlets installed and commissioned, not to exceed the awarded incentive amount.

Site Host

An individual who owns, leases, or manages the property where the eligible EVSE is installed.

Smart Outlet

A Smart Outlet is defined as a standard electrical outlet (120V) intended by the manufacturer for use with electric vehicle supply equipment and capable of connecting to a software dashboard.

1. Introduction

1.1. Background

Communities in Charge is a California initiative accelerating light-duty EV infrastructure, led by CALSTART—a nonprofit with 30+ years in clean transportation—alongside GRID Alternatives and Tetra Tech. The program swiftly deploys Level 1 EV Smart Outlets and Level 2 EV Charging Ports through strategic outreach, engagement, and technical assistance, prioritizing locations where communities live and gather.

Approved by the California Energy Commission (CEC), CALSTART oversees incentive-driven Level 1 and 2 EVSE projects statewide. The Project Team is dedicated to implementation, with \$56.5 million allocated for Funding Wave 4.

As part of California Climate Investments, the program leverages Cap-and-Trade funds to cut greenhouse gas emissions, boost the economy, and improve public health—particularly in disadvantaged communities.

1.2. Objectives & Priorities

Communities in Charge focuses on rapid Level 1 and 2 EVSE deployment while ensuring equitable access to incentives, prioritizing high-utilization sites and underserved populations. The CEC and project staff are committed to inclusion, diversity, and broad access to EV charging.

The FY 2021-2022 Clean Transportation Program Investment Plan aims to direct at least 50% of funds to low-income and disadvantaged communities (LIC and DAC). To enhance equity, the program integrates public feedback, outreach, and workshops.

Funding Wave 4 exclusively supports multi-family housing, ensuring eligibility, incentives, and technical assistance align with equity goals. The program remains dedicated to deploying EVSE infrastructure where it benefits Priority Populations, aiming for at least 50% of funds to support DAC, LIC, and federally recognized Tribal Nation communities.

1.3. Funding Wave 4 - Primary Design Updates

To meet the growing demands in the multi-family housing sector, Communities in Charge, in conjunction with the California Energy Commission, has designed Funding Wave 4 to focus exclusively on multi-family housing and multi-family housing related sites. All other Project Sites that do not qualify as multi-family housing or multi-family housing related will not be considered for award for Funding Wave 4. Project sites must have a multi-family housing component to be eligible for consideration under Funding Wave 4. Under this Implementation Manual, a "multi-family housing related" site is defined above in the Key Definitions section.

Funding Wave 4 will have a longer application window, opening August 5, 2025 through January 9, 2026, and will process applications on a rolling basis. Applicants will receive a Notice of Final Award, Notice of Conditional Award, or Notice of Non-Award within two months following the submission of their application. Recipients of Conditional Awards will have 90 days from the issuance of Conditional Award to provide the necessary documentation to receive a Notice of Final Award. If an applicant in Funding Wave 4 receives a Notice of Non-Award for a project before **January 9, 2026**, they can submit a new application for the same project, provided their new application is completed and submitted on or before **January 9, 2026**. Any

applications in Funding Wave 4 that receive a Notice of Non-Award on January 9, 2026 or after will not be eligible to reapply under Funding Wave 4.

Addendum for Assigned Parking Spaces

Funding Wave 4 now provides incentives for the installation of EVSE in shared or assigned parking spaces, provided the space serves at least one resident of at least one unit of an eligible multi-family housing site. (See Section 2.2)

Addendum for Level 1 EVSE

Funding Wave 4 will be the first Communities in Charge funding wave that provides incentives for Level 1 EVSE, in addition to Level 2 EVSE. The following changes have been included in this updated Implementation Manual to accommodate incentives for Level 1 EVSEs:

Expanded Window: The application window for all Funding Wave 4 incentives will now extend through January 9, 2026. Applications for incentives for Level 1 EVSE will only be accepted October 7, 2025 through January 9, 2026. Applications submitted prior to October 7, 2025 will not be able to include Level 1 EVSE. To add Level 1 EVSE to an application submitted prior to October 7, 2025, the Applicant will need to cancel their submission and re-submit with a new submission date after October 7, 2025. Any applications received after January 9, 2025 will not be considered for award. (See Section 5.1)

Eligible Level 1 Equipment: 12A - 20A circuit; 1.3 - 2.4 kW power supply; 110-120V Smart Outlet; single outlet Level 1 EVSE only; Ground Fault Circuit Interrupter receptable (heavy duty, commercial, or industry grade); meets all NEC, NTEP, CTEP requirements for the installation location. (See Section 2.4)

Smart Outlets & Charging Ports: Applicants may apply for incentives for any combination of Level 1 and Level 2 EVSE, provided the combined total number of Level 2 Charging Ports and Level 1 Smart Outlets is between 4 and 40. (See Section 2.4.1)

Incentive Amount: Eligible Level 1 EVSE can receive rebates of \$2000 per Smart Outlet, with an additional \$800 per Smart Outlet for projects located on Tribal lands. Up to \$5,000,000 of Funding Wave 4 total incentive funds will be set aside for Level 1 EVSE incentives. (See Section 3.1)

Award Priority: Applications will continue to be assigned an award priority based on project readiness and a rubric score derived from Community Connections and Priority Population Designations. Whether a project has Level 2 or Level 1 EVSE will have no influence on award priority. (See Section 3.2)

Utilization Data Collection (Level 1 EVSE only): Currently, there are no utilization data collection requirements for Level 1 EVSE installed with Incentives from Communities in Charge. Communities in Charge reserves the right to add utilization data collection requirements as needed, with appropriate notice to Awardees. (See Section 6)

2. Eligibility

2.1. Applicant Eligibility

An Applicant to Communities in Charge must be the property owner, an Authorized Lessee, or an Authorized Representative seeking incentives for the installation of Level 2 and/or Level 1 Charging EVSE locations.

An Applicant is responsible for the validity, completeness, and accuracy of their application and for providing all required documentation, in a timely manner, to CALSTART. Applicants may be an Authorized Representative for their Project Site (e.g., facilities manager for multi-family housing), but an Applicant **may not** assign their submitted application or any subsequent incentives to a third party.

Applicants must demonstrate a commitment to meeting the requirements, guidelines, and standards established by Communities in Charge, while avoiding conduct that undermines the Program integrity or effectiveness. Entities that have been found noncompliant with Communities in Charge or separate programs funded by the CEC or other similar funding agencies, debarred or suspended from contracting with government entities, or to have caused unreasonable delays or exhibited conduct detrimental to the objectives of Communities in Charge, may be excluded from participation. The decision to exclude an entity from participation will be made at the discretion of CALSTART, in agreement with the program staff of the California Energy Commission.

Additionally, any Applicant that has more than 50 active projects across all the CEC funded light-duty EV block grants (CALeVIP 1.0 + CALeVIP 2.0 + Communities in Charge) is ineligible to apply for and/or receive new awards until an Applicant's number of active projects falls below 50. A project is considered "active" if it has funding reserved under one of these block grants. For the Communities in Charge block grant, funding is reserved for a project when it receives a Notice of Award or Conditional Award and until the award has completed processing for Final Payment or Cancellation.

Note: Any Applicant that plans to combine or "stack" this incentive with other funding sources must follow the guidance below to ensure their project remains eligible. Applicants planning to stack this incentive must submit Notices of Award for any additional funding sources, along with a description of the eligible costs and uses covered by the additional funding source as part of their Application. Project incentives, including those used in combination, must not exceed 100% of the overall project cost. CALSTART and the CEC may share project information with utilities and other funding programs to evaluate compliance with stacking rules. Failure to fully disclose all funding sources is a violation of program rules.

Acceptable Funding Sources for Stacking
Revenue from the Low Carbon Fuel Standard (LCFS) program
Federal funding, including tax credits and incentives (excluding federal funds administered by the CEC, such as NEVI)
Utility Tariff Rule 29 and Rule 45 (for utility-side infrastructure)
Local, state, or federal funds used by local governments for costs not covered by this program's flat-rate rebate, only if those funds are not from another EV charging infrastructure incentive or

rebate program designed to support the cost of EV charging
Other funding sources may be used to cover other project costs, or costs needed to install more than the maximum number of ports, only if total funding does not exceed 100% of the overall project cost.

Unacceptable Funding Sources for Stacking
Other CEC funding sources, including block grants and competitive grants (GFOs), from any CEC division
Investor-Owned Utility EV charger programs (e.g., Charge Ready 2)
Publicly Owned Utility programs (e.g., LADWP Charger Rebate Program, SMUD, Burbank Water and Power)
Air district programs (e.g., BAAQMD, SJVAPCD, Carl Moyer Infrastructure)
Community Choice Aggregator (CCA) charger rebate programs (e.g., PCE)

2.2. Project Site Eligibility

A Project Site for Communities in Charge is the real property with an identifiable address in California on which Level 2 and/or Level 1 EVSE shall be installed and remain in operation for 6 years from final commissioning. All Level 2 and Level 1 EV charging sites at multi-family housing and multi-family related sites (as defined in the Key Definitions above) are eligible for incentives. Multi-family housing related sites are eligible provided the Applicant can provide a Site Verification Form attesting to the walkable distance and accessibility of the site to residents of a multi-family housing address. New construction is not eligible for this incentive. The charger permit must be distinct and not a part of another project.

Projects that received a Notice of Award or Notice of Conditional Award in Funding Waves 1 - 3 and subsequently cancel or withdraw their award are eligible to apply for Funding Wave 4 provided they meet all relevant requirements (notwithstanding the charger purchase date requirement in Section 2.5). Submission of a new application for a previously-awarded project does not guarantee an award in Funding Wave 4.

At a minimum, Project Sites must abide by the requirements below:

- a) Must be a multi-family housing or multi-family housing related site as defined in the Key Definitions section above.
- b) Must be well-lit, secure, and in compliance with all US federal, California state, and local laws, ordinances, rules, codes, standards, and regulations.
- c) Sites with "Publicly Accessible EVSE" must be accessible and available to the general public at least 18 hours a day, seven days a week, excluding holidays.
- d) **Sites without Publicly Accessible EVSE must ensure EVSE is serving at least one resident of at least one unit, meaning at least one resident in the unit can access and use the EVSE with regular frequency. Sites with dedicated spaces assigned to non-residents of multi-family housing are not eligible. Eligible examples include:**

1.d.1. a site serving multi-family residents with parking spaces assigned for exclusive use by one unit

1.d.2. a site serving multi-family residents with unassigned parking spaces

1.d.3. a site with dedicated curbside spaces or spaces located on contiguous, adjacent, or convenient public or private property designated for use by the residents of units an eligible multi-family site.

e) Single-family dwellings (detached), accessory dwelling units, duplexes, triplexes, individual townhomes, and individual mobile homes are not eligible site types.

Additionally:

- i) Communities in Charge funding shall be for light-duty vehicle charging only. Development of EV charging sites using Communities in Charge incentives for the following vehicles is unallowable under Communities in Charge: (1) Medium/Heavy-Duty Vehicles, and (2) School Buses.
- ii) Project Sites that have already completed their Final Permit Inspection are ineligible for incentives.

2.3. Multi-Family Housing Community Connection Eligibility

Communities in Charge continues to promote and encourage the participation of Project Sites located where community members live and gather, termed "Community Connections." The Community Connection scoring rubric has been modified for Funding Wave 4 to reflect the emphasis on multi-family housing. Project Sites that are multi-family housing or multi-family housing related that also meet the criteria for a Community Connection will receive an additional 5 points on the Scoring Rubric as defined in Section 3.3 below.

The criteria and documents described below are only required if an Applicant wishes to demonstrate it belongs to a particular Community Connection. Should an Applicant be able to demonstrate their benefit to more than one Community Connection, they may choose the single Community Connection category most relevant to their site. An Applicant's ability to demonstrate their benefit to more than one Community Connection will not influence their score.

The following subsections list the available Community Connections.

2.3.1. Affordable Multi-Family Housing in Charge

a) **EV charging infrastructure shall meet **one** of the following criteria:**

- i) Be installed on real property owned or leased for multi-family housing, have five (5) or more units, and be deed-restricted low-income residential housing;
- ii) Be installed on real property with Solar on Multi-family Affordable Housing (SOMAH) Incentive award installed or in process; or
- iii) Be installed on real property recognized by the US Department of Housing and Urban Development (**HUD**) for use by residents of **affordable multi-family housing**.

b) **Applicant must supply **one** of the following to Communities in Charge Staff:**

- i) Detailed property documentation, including but not limited to number of units, proof that property is deed-restricted low-income residential housing (if applicable);

- ii) Proof that property on which infrastructure will be installed serves a Solar on Multifamily Affordable Housing (SOMAH) awarded property or SOMAH installation in process (if applicable);
or
- iii) Proof that property on which infrastructure will be installed shall serve a Department of Housing and Urban Development (HUD) recognized affordable multi-family housing development (if applicable).

If there are barriers associated with the electrical system, parking limitations, or other challenges that may prevent an on-site installation. Applicants may apply to install EVSE at an adjacent or neighboring location. To be eligible, this adjacent project site must be intended for use by the multi-family housing residents. For example, this may include a multi-family housing complex without sufficient space to accommodate resident parking where the property owner purchased the property across the street from the multi-family housing complex and reserved it for resident parking. Although the property across the street is not directly attached to the multi-family housing complex, the neighboring property would be eligible for incentives because both properties are owned by the same property owner and the neighboring property is intended to be used by the multi-family housing residents.

2.3.2. Tribes in Charge

- a) Project Sites **must** meet the following criterion:
 - i) Be multi-family housing or multi-family housing related serving a Federally Recognized Tribal Government.
- b) EV charging infrastructure shall meet **one** of the following criteria:
 - i) Be installed on real property for the use of a Federally Recognized Tribal Government listed under the Indian Entities Recognized by and Eligible to Receive Services from the United States Bureau of Indian Affairs.
 - ii) Be installed on real property for the use of or managed by a "Tribal Organization" (as defined by Health and Safety Code Section 44270.3); or
 - iii) Be installed on real property for the use of a Non-Government Organization Serving Tribal Entities.
- c) Applicant must supply the following documentation to Communities in Charge Staff through the Incentive Processing Center:
 - i) Self-certification document signed by the NGO, Tribal Entity, or other relevant party indicating the incentivized infrastructure to be used for the purposes outlined above and detailing service provided.

2.3.3. Congregations in Charge

- a) Project Sites **must** meet the following criterion:
 - i) Be multi-family housing or multi-family housing related, serving a tax-exempt religious organization recognized by the State of California.
- b) EV Charging Infrastructure shall meet the following criterion:

- i) Be installed on real property owned or leased by a tax-exempt religious organization recognized by the State of California.
- c) Applicant must supply the following to Communities in Charge Staff:
 - i) A signed, executed, and filed affidavit for "Church Exemption" (with proof of filing date) required by the relevant authority having jurisdiction pursuant to Revenue and Taxation Code, Section 254. This affidavit must pertain to the real property on which infrastructure will be installed; and
 - ii) A copy of the valid Articles of Incorporation of a Nonprofit Religious Corporation on file with the California Secretary of State for the relevant religious corporation.

2.3.4. Schools in Charge

- a) Project Sites **must** meet the following criterion:
 - i) Be multi-family housing or multi-family housing related serving a Public School as defined by the California, Revenue and Taxation Code section 202, subd. (a)(3) or a postsecondary educational institution.
- b) EV Charging Infrastructure shall meet **one** of the following criteria:
 - i) Be installed on real property owned or leased by a Public School as defined by the California, Revenue and Taxation Code section 202, subd. (a)(3); or
 - ii) Be installed on real property owned or leased by a postsecondary educational institution.
- c) Applicants must supply the following to Communities in Charge Staff, unless stated otherwise:
 - i) A copy of the valid Articles of Incorporation on file with the California Secretary of State for the relevant educational corporation. In the event a school district is unable to produce a copy of the Articles of Incorporation, CALSTART may accept instead the school district's inclusion on the Zero Emission School Bus and Infrastructure incentive program "Local Educational Agency Priority List" published at <https://californiahvip.org/zesbi/>; and
 - ii) (For Public Schools ONLY) A signed, executed, and filed affidavit for "Public School Exemption" (with proof of filing date) required by the relevant authority having jurisdiction pursuant to the Revenue and Taxation Code, Section 254. This affidavit must pertain to the real property on which infrastructure will be installed;
 - iii) (For private postsecondary schools ONLY) A copy of IRS form 990-N.
- d) Installations for school bus charging are not eligible for incentives.

2.3.5. Healthcare in Charge

- a) Project Sites **must** meet the following criterion:
 - i) Be multi-family housing or multi-family housing related serving a "Health Facility" as defined by the California Health and Safety Code Section 1250 and for persons designated by the Health Facility as employees, residents, patients, visitors, or other relevant persons directly involved in Health Facility activities. Examples: long-term care facilities, hospital housing offering patients who are uninsured or under-insured affordable housing, etc.
- b) EV charging infrastructure shall meet the following criteria:
 - i) Be installed on real property owned or leased by a "Health Facility" as defined by the California Health and Safety Code Section 1250; and

- ii) Be for the purpose of providing EV charging to persons designated by the Health Facility as employees, residents, patients, visitors, or other relevant persons directly involved in Health Facility activities.
- c) Applicants must supply the following to Communities in Charge Staff:
 - i) A valid license and, if applicable, special permit issued by the California State Department or appropriate governing body as detailed in the California Health and Safety Code Section 1254.

2.3.6. Nonprofits in Charge

- a) Project Sites **must** meet the following criterion:
 - i) Be multi-family housing or multi-family housing related serving a nonprofit organization qualifying for tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 and are also tax-exempt under California state law. Example: Nonprofit organization that provides affordable housing and services to California Residents.
- b) EV charging infrastructure shall meet the following criterion:
 - i) Be installed on real property owned or leased by a nonprofit organization qualifying for tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 and are also tax-exempt under California state law, consistent with the following requirements:
 - o The nonprofit organization must have been incorporated for at least one year prior to the time of application submittal;
 - o The nonprofit organization must always be registered and in active/good standing with the California Secretary of State; and
 - o The organization's facility must be based in California and have at least one full-time staff person based in California.
- c) Applicants must supply the following to Communities in Charge Staff:
 - i) Evidence of their tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 (Copy of the IRS Determination Letter) and their tax-exempt status under California State law (Copy of Exemption Letter from State of California Franchise Tax Board);
 - ii) Evidence of at least one-year incorporation from the time of voucher application submission (Copy of Articles of Incorporation); and
 - iii) Evidence of being registered and in active and good standing with the California Secretary of State (Copy of Statement of Information and Certificate of Status).

2.3.7. Local Governments in Charge

- a) Project Sites **must** meet the following criterion:
 - i) Be multi-family housing or multi-family housing related serving Federal, State, County, City, Municipal or local government for the purpose of servicing community members.
- b) Project Sites must meet the following criterion:
 - i) Be installed on real property owned or leased by Federal, State, County, City, Municipal or local government for the purpose of servicing community members. Properties include but are not limited to parks, pools, recreational facilities, city halls, libraries, and park and ride sites, etc.
- c) Applicants must supply the following to Communities in Charge staff:

- i) A copy of the local government property deed, including property name and/or exact property number, accessible through the California Statewide Property Locator.

*Local Governments in Charge may offer EV charging to light-duty municipal fleets.

2.3.8. Workplaces in Charge

- a) Project Site must meet the following criterion:
 - i) Be multi-family housing or multi-family housing related serving employees or visitors that may live on property.
- b) EV charging infrastructure shall meet the following criteria:
 - i) Be intended for those directly employed by the business itself, but may be available to visitors;
 - ii) Be installed on real property owned or leased by either:
 - i) A business whose primary activity is "Retail Trade" or "Accommodation and Food Services," and whose six-digit North American Industry Classification System (NAICS) code begins with 44, 45, or 72. **Note:** Where a landlord/tenant relationship has been established, a property building manager may qualify and apply on behalf of a tenant for Workplaces in Charge provided they are able to prove that one or more of their tenants qualify for Workplaces in Charge; or
 - ii) A small business as recognized by the California Legislative Code, Section 14837(d)¹.
- c) Applicants must supply the following to Communities in Charge Staff (as applicable):
 - i) A copy of a current small business certification from the California Department of General Services;
 - ii) A copy of the most recent IRS filings, including six-digit NAICS business activity code number;
 - iii) A copy of lease for business whose primary activity is "Retail Trade" or "Accommodation and Food Services," or is a small business as recognized by the California Legislative Code, Section 14837(d), with the real property on which infrastructure shall be installed clearly described.
- d) Businesses and organizations seeking to provide charging for their workers may not:
 - i) Be recognized as a non-employer business. A non-employer business is one that has no paid employees, has annual business receipts of \$1,000 or more (\$1 or more in the construction industries), and is subject to federal income taxes.

2.4. Technology Eligibility

2.4.1. Charging Port and Smart Outlet Counts

The total number of eligible Level 2 Charging Ports **and Level 1 Smart Outlets** for Communities in Charge Project Sites must meet the criteria outlined in the table below.

¹ The California Legislative code defines a "small business" as "an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of fifteen million dollars (\$15,000,000) or less over the previous three years, or is a manufacturer as defined in subdivision (c), with 100 or fewer employees. For the purposes of public works contracts, as defined in Section 1101 of the Public Contract Code, and engineering contracts, as described in Section 4525, for public works projects, awarded through competitive bids or otherwise, "small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 200 or fewer employees, and average annual gross receipts of thirty-six million dollars (\$36,000,000) or less over the previous three years. This subparagraph shall become operative on January 1, 2019."

Multi-Family Housing & Related Sites	# Of Eligible Charging Ports and/or Smart Outlets
Minimum	4
Maximum	40

Additional EVSE: Charging Ports or Smart Outlets may be installed above the maximums described in the table above. **However, incentives will be issued only for any combination of Level 2 Charging Ports and Level 1 Smart Outlets meeting project requirements, up to the maximum number listed above.** Awardees may install more than 40 Charging Ports and/or Smart Outlets at their own expense.

Note: A Level 2 EVSE may have one or two Charging Ports each. If two Charging Ports can be used concurrently to charge two vehicles, then the Level 2 EVSE has two Charging Ports. **A Level 1 EVSE may have one Smart Outlet and must not contain multiple ports or outlets in a single EVSE.**

2.4.2. Current Equipment Requirements

Communities in Charge provides incentives based on the number of eligible Level 1 Smart Outlets and Level 2 Charging Ports installed. DC Fast Chargers and their associated costs are ineligible for incentives through Communities in Charge. All current eligible equipment is published on the Communities in Charge website and may be accessed [here](#). All Applicants/Incentive Recipients are required to select eligible equipment suitable for their project site.

If an Applicant/Incentive Recipient wishes to change its previously selected equipment, they must select from the most current version of the eligible equipment list when they request the change. Any delays associated with such decisions shall not be grounds for requesting or granting a project extension.

Level 2 EVSE incentivized through Communities in Charge shall:

- a) Be a new (not refurbished or previously installed and removed) Level 2 EVSE only;
- b) Be certified by a Nationally Recognized Testing Laboratory Program (NRTL) and certified to UL 2594 standard;
- c) Be capable of charging at 6.2kW or greater;
- d) Be Energy Star certified;
- e) Be Division of Measurement Standards (DMS) compliant pursuant to the California Type Evaluation Program (CTEP)² or National Type Evaluation Program (NTEP), as applicable;
- f) Be networked and support, at a minimum, the following:
 - i) Network connectivity, such as 4G LTE, IEEE 802.3 for Ethernet, or IEEE 802.11n for high bandwidth wireless networking;
 - ii) The ability to receive remote software updates, real-time protocol translation, encryption and decryption, Internet Protocol (IP)-based processor capable of supporting multiple protocols, while being compliant with Transmission Control Protocol (TCP)/IP and IPv6; and
 - iii) The ability to connect to a network's back-end software.
- g) Comply with the latest SAE J-1772 technical standard;

² Visit here for more information: [CDFA - DMS - California Type Evaluation Program \(CTEP\)](#)

- h) Be OCPP v2.0.1 certified by the Open Charge Alliance (OCA). (for more information on certification through OCA, visit the [Open Charge Alliance website](#);))
- i) Be ISO-15118 "Hardware ready" through self-attestation on their manufacturer specification sheet and:
 - i) Powerline communication based digital communication as specified in ISO 15118-3;
 - ii) Secure management and storage of keys and certificates using a hardware security module (HSM), trusted platform module, SoftHSM, or similar technology;
 - iii) Transport layer security (TLS) version 1.2; support for TLS 1.3 is recommended to support cryptographic requirements in ISO 15118-20;
 - iv) Remotely receiving updates to activate or enable ISO 15118 use cases; support for cryptographic agility is recommended to replace broken ciphers;
 - v) Connecting to a charging station management system, for example using Open Charge Point Protocol (OCPP);
 - vi) Selecting the appropriate communication protocol requested by the EV.

Level 1 EVSEs incentivized through Communities in Charge shall:

- a) **Be a new (not refurbished or previously installed and removed) Level 1 EVSE only;**
- b) **Be capable of charging at 1.3 - 2.4 kW**
- c) **Be Division of Measurement Standards (DMS) compliant pursuant to the California Type Evaluation Program (CTEP) or National Evaluation Program (NTEP), as applicable;**
- d) **Meet the NEMA 5-15 or 5-20 standard**
- e) **Contain a Ground Fault Circuit Interrupter receptable (heavy duty, commercial, or industry grade)**
- f) **Be capable of collecting, monitoring, and transmitting data about charging activity and status;**
- g) **Not contain multiple ports or outlets in a single EVSE.**

2.5. Rebate Eligibility

The award for Funding Wave 4 will be a flat-rate rebate and will no longer be based on reimbursement of eligible costs as in previous funding waves. To be eligible to apply for this rebate, EVSE must meet the technology requirements laid out in Section 2.4 above, EVSE must not be purchased prior to June 11, 2025, and projects must not have completed their Final Permit Inspection prior to actual application submission.³

3. Incentive Structure & Application Scoring

3.1. Incentive Amounts

Incentives for Project Sites are provided at the amounts shown in the table below. Applicants may qualify for the base incentive, at a minimum, and payment amounts shall be determined by the total number of eligible Charging Ports or Smart Outlets installed.

³ Projects previously awarded in past funding waves that are eligible to reapply in Funding Wave 4 are not subject to this purchase date requirement.

Note: To increase Applicant diversity and allow more Applicants to be competitive, no single entity may receive more than 25% of the total funding available. Applicants and Incentive Recipients must affirm that they are not coordinating with affiliated companies to manipulate a single-Applicant cap.

Eligible Incentives for Level 2 EVSE	Amount Per Eligible Charging Port
Base Incentive	\$8,500
Multi-family housing Project Site for Tribal government, Tribal entity, or non-governmental organizations serving Tribal communities	Additional \$3,500

Example: An eligible Applicant whose multi-family housing Project Site is located on Tribal lands may be eligible to receive \$12,000 per eligible connector.

Eligible Incentives for Level 1 EVSE	Amount Per Eligible Smart Outlet
Base Incentive	\$2,000
Multi-family housing Project Site for Tribal government, Tribal entity, or non-governmental organizations serving Tribal communities	Additional \$800

Example: An eligible Applicant whose multi-family housing Project Site is located on Tribal lands may be eligible to receive \$2,800 per eligible Smart Outlet.

3.2. Award Priority and Project Readiness

Applicants must provide documents indicating their project's level of readiness. Once submitted, applications will be sorted by project Readiness Tier. Project readiness will be determined according to the table below.

Priority	Readiness Tier	Documents Provided at Time of Application
Awarded First	Tier 1	Site Verification Form + Final Site Design + <i>Issued Building Permit</i> + <i>Eligible Equipment Selection (See Note)</i>
Awarded Second	Tier 2	Site Verification Form + Final Site Design + <i>Building Permit Application</i>

Should a Project Site's local Authority Having Jurisdiction not require a Final Site Design to obtain their Final Permit, then the Permit and a Letter from the Project Site's local Authority Having Jurisdiction on said authority's letterhead should be uploaded at the point of application stating that a drawing was or is not

necessary to issue a Final Building Permit for the Project Site in question. The Communities in Charge team has made available on its website a "Sample Supporting Documents" file and encourages review of that resource prior to applying.

Note: The Communities in Charge Team acknowledges the limited options for EVSE equipment available at the opening of the application window. To enhance flexibility during this period, the Project Team permits the use of proxy equipment selections in the Incentive Processing Center for cases where the desired equipment is still undergoing the eligibility process. We encourage you to utilize this option if there is a strong likelihood that the equipment will be deemed eligible. Furthermore, if you select the equipment proxy, please submit a Support Request in the IPC⁴ to update your equipment as soon as it achieves eligibility. If an application meets all Tier 1 requirements except for the selection of eligible equipment, that application would be considered a Tier 2 application eligible for a Notice of Conditional Award if selected. **For Level 1 EVSE, an Applicant will be considered to have selected eligible equipment if they have either (a) selected eligible Level 1 EVSE from the Eligible Equipment List or (b) selected Level 1 EVSE that meets all eligibility criteria as listed in Section 2.4 Technology Eligibility.**

3.3. Rubric Score

In addition to sorting by project readiness, applications will be scored based upon the physical location of the Project Site, and the degree to which it may serve a pre-defined Community Connection. Additionally, letter(s) of support may be included to illustrate engagement with the local community this project is aimed at serving. Once application materials have been submitted and verified, they shall be scored using the rubric below.

Community Connection	Points Awarded (Max of 5)
Project Site is a defined Community Connection	5
Priority Populations Designation	Points Awarded (Max of 5)
DAC and LIC, or Tribal and LIC	5
DAC or Tribal Only	4
LIC Only	3
Local Support	Points Awarded Per Letter (Max of 3 per application)
Letter of Support from Community-Based Organization serving the same community as the Project Site, or from tenant organization representing residents of the relevant multi-family housing	1

⁴ Submitting a Support Request is only possible through the Incentive Processing Center with an active account. If you encounter any issues while submitting a Support Request, please reach out via email to communitiesincharge@calstart.org.

4. Award Priority & Selection

4.1. Determining Incentive Recipients

Only Tier 1 and Tier 2 projects will be eligible for award. Funds will be reserved for projects selected for conditional and final award.

A technical assistance request pathway will focus on application completeness and tier readiness to accelerate projects into and through the pipeline. Projects meeting equity criteria and minimum levels of preparedness will be prioritized for technical assistance.

Incentive funds will be distributed across four regions: Northern, Southern, Central and Eastern. Each region has been assigned a proportion of funds based upon regional population, proportion of area represented by DAC/LIC census tracts, and historical investment of funds from past incentive programs, including CALeVIP 1.0 funding for Level 2 chargers. The table below illustrates the proportionality of funding initially available for each region during Funding Wave 4:

Region	Proportion of Funds
Northern	\$9,500,000
Southern	\$18,500,000
Eastern	\$11,500,000
Central	\$17,000,000

Central Region	Eastern Region	Northern Region	Southern Region
Alameda	Alpine	Butte	Los Angeles
Contra Costa	Amador	Colusa	San Diego
Marin	Calaveras	Del Norte	Orange
Monterey	Fresno	El Dorado	
San Benito	Imperial	Glenn	
San Francisco	Inyo	Humboldt	
San Luis Obispo	Kern	Lake	
San Mateo	Kings	Lassen	
Santa Barbara	Madera	Mendocino	
Santa Clara	Mariposa	Modoc	
Santa Cruz	Merced	Napa	
Ventura	Mono	Nevada	
	Riverside	Placer	
	San Bernardino	Plumas	
	San Joaquin	Sacramento	
	Stanislaus	Shasta	
	Tulare	Sierra	
	Tuolumne	Siskiyou	
		Solano	
		Sonoma	
		Sutter	
		Tehama	
		Trinity	
		Yolo	
		Yuba	



Applications will be sorted by Project Site region, Project Readiness Tier, and rubric score. Applications will be ranked by Readiness Tier, from highest total rubric score to lowest within their region and selected for

award based on their rank and available funding within said region. The applications will be awarded until funding is fully exhausted, or no further applications exist within that region.

Additionally, up to \$5 million of the funds will be reserved for projects installing Level 1 EVSE, and this amount will not be apportioned by region.

Ties shall be broken by random lottery amongst those of identical Readiness Tiers and Rubric Scores. All Tier 1 applications in each region will be given funding priority before moving to Tier 2 awards. Applications may also be considered for partial award.

Example: Project 1 can fully fund applications with Tier 1 Readiness and Rubric Scores with 9 points and higher in the Southern region. There is a tie for multiple Southern region applications in this Tier with a Rubric Score of 8. Southern region applications with Rubric Scores of 8 within this Readiness Tier are chosen by random lottery until no further applications can be funded.

The table below illustrates how Incentive Recipients shall be determined.

Award Order	Regions			
	Northern	Southern	Central	Eastern
First	Readiness: Tier 1 Rubric Score: Highest to Lowest	Readiness: Tier 1 Rubric Score: Highest to Lowest	Readiness: Tier 1 Rubric Score: Highest to Lowest	Readiness: Tier 1 Rubric Score: Highest to Lowest
Second	Readiness: Tier 2 Rubric Score: Highest to Lowest	Readiness: Tier 2 Rubric Score: Highest to Lowest	Readiness: Tier 2 Rubric Score: Highest to Lowest	Readiness: Tier 2 Rubric Score: Highest to Lowest

Note: Whether projects include Level 1 or Level 2 EVSE will have no influence on award priority.

4.2. Contingency List

Applications meeting minimum requirements for Tiers 1 or 2 may be retained on a Contingency List for up to 120 calendar days following distribution of Notices of Award. Depending on an Application's rubric score and their Readiness Tier (at the time of their application), they may be selected for award in the event of cancellations, increased funding, and other unforeseen circumstances. Contingency lists will not carry forward to subsequent incentive projects. Any unawarded funds may be apportioned to subsequent incentive projects.

4.3. Ensuring Equitable Funds Distribution

The CALSTART Communities in Charge staff aim to achieve equitable distribution of incentive funds, including no less than 50% of Project funds awarded to Project Sites in DACs (including federally recognized Tribal Nations) or LICs across the State. To meet this objective, CALSTART may withhold Notices of Final Award from Project Sites outside a DAC or LIC until at least 50% of available incentives have been

secured for sites within a DAC or LIC. To accomplish this, CALSTART staff may need to selectively choose applications for Project Sites located in a DAC or LIC that have a lower Rubric Score and otherwise might not have been funded.

Example: If the incentives available for Funding Wave 4 would be exhausted by funding the entirety of applications meeting Tier 1 Readiness, but only 40% of project funds would go towards Project Sites located in a DAC or LIC, then CALSTART would take the following steps:

- 1) Award only Tier 1 Readiness applications with Project Sites located in a DAC/LIC;
- 2) Select from Readiness Tiers 2 in descending order of their Rubric Score, until at least 50% of project funds have been awarded to Project Sites located in a DAC/LIC; and
- 3) Using any remaining incentives, CALSTART would then return to awarding applications from Readiness Tier 1 in descending order of their Rubric Score.

Note: To increase Applicant diversity and allow more Applicants to be competitive, **no single entity may receive more than 25% of the total funding available.** Applicants and Incentive Recipients must affirm that they are not coordinating with affiliated companies to manipulate a single-Applicant cap.

5. Application Process

5.1. Application Window

- a) **Before Applying:** Applicants may register on the Communities in Charge website through the Incentive Processing Center (IPC), the online application portal for Communities in Charge, prior to the application window opening.
- b) **During Application Window:** Applicants with projects with Level 2 EVSE only have from August 5, 2025 to January 9, 2026 to submit their application materials. Applicants with projects that have any Level 1 EVSE have from October 7, 2025 to January 9, 2026 to submit their application materials.
- c) **Submitting an Application:** Application materials consist of, but are not limited to:
 - i) Site Verification Form with precise location of Project Site, including the installation address, city, state, zip code, parcel number (if applicable), latitude/longitude (if applicable), **and Applicant's attestation regarding walkable distance and accessibility to residents of a multi-family housing address within 1/8 of a mile of the Applicant's project site (applicable only to multi-family housing related sites).**
 - ii) The number and type of eligible Level 2 Charging Ports and/or Level 1 Smart Outlets requested and whether construction has begun. In the event that the equipment of choice is in the process of becoming eligible please select the equipment proxy ("TBD Make," "TBD Model," "Single" or "Dual") during the application window. For Level 2 EVSE, a final make and model must be selected from the Eligible Equipment List prior to receiving a Notice of Final Award. **For Level 1 EVSE, a final make and model must be selected prior to receiving a Notice of Final Award and must either be on the Eligible Equipment List or meet all Level 1 EVSE technical requirements.**
 - iii) Community Connections documentation (if applicable)

- iv) Letters of support (if applicable). Letters of support must include a point of contact to be verified by CALSTART and information sufficient for verification of CBO status. CALSTART may follow up and verify letters of support at any time.

5.2. Notices of Award

- a) **Notice of Final Award:** Applications meeting all project requirements for Readiness Tier 1, if selected for an award, will be provided a *Notice of Final Award* (funding permitting).
- b) **Notice of Conditional Award:** Applications meeting all project requirements for Readiness Tiers 2, if selected for an award, will be provided a *Notice of Conditional Award* (funding permitting). Incentive Recipients have **90 calendar days** from receipt of their *Notice of Conditional Award* to submit their Issued Building Permit, Final Site Design, and/or Eligible Equipment Selection. Upon receipt and verification of these documents, Incentive Recipient shall be granted a *Notice of Final Award*. The Project Team will contact Applicants whose submission was incomplete (e.g., missing signature, documents unreadable, etc.).
- c) Recipients of all *Notices of Award* are required to have a duly authorized and empowered individual sign and execute their *Incentive Recipient Agreement*, legally binding said recipients in an operational and financial capacity to the requirements and obligations set forth under Communities in Charge. The *Incentive Recipient Agreement* will be distributed with the Notice of Award to all Incentive Recipients through the IPC. All Incentive Recipients who do not execute the Incentive Recipient Agreement and return to CALSTART within 14 days of receipt, may be subject to forfeiture of their award with Communities in Charge.
- d) Only those Applicant organizations provided with a *Notice of Final Award* and who have signed and executed an *Incentive Recipient Agreement* may be eligible to receive incentive payments.

5.3. Incentive Payments

- a) **Final Payment:** Incentive Recipients have **270 calendar days (9 months)** from receipt of their *Notice of Award* (Conditional or Final) to complete their Project Site and provide the following documentation to the CALSTART Project Team:
 - i) Payment Request Form - This includes information pertaining to the Incentive Recipient's organization (e.g., contact information) and outlines their request for incentive payment.
 - ii) Completed copy of invoice(s) - The itemized invoice(s) for installed chargers showing the date of cost incurrence and eligible EVSE models.
 - iii) Signed copy of Job Site Installation Form - This signed affidavit by the Applicant acknowledges compliance with prevailing wage requirements, use of licensed contractors in good standing, and abidance by Electric Vehicle Infrastructure Training Program (EVITP) requirements including name and EVITP Certification Number of each technician. Further information is contained in Section 6.
 - iv) Signed copy of Final Inspection Card by appropriate authority having jurisdiction.
 - v) **Signed copy of paid and executed Network Service Agreement form for all Level 2 EVSE - This includes cost, duration, and terms of the agreement.**
 - vi) Photos showing eligible, installed, commissioned equipment, including associated serial numbers. This can be demonstrated by one of the following options:

- i) Per EVSE: Photo showing Charging Port(s) and associated equipment screen (Level 2 EVSE) and Smart Outlet (Level 1 EVSE) AND Photo of serial number (all EVSE); OR
- ii) Photo(s) of site with EVSE in frame AND Screenshot(s) of dashboard or portal showing all installed and incentivized EVSE equipment with serial numbers and active status

All document submissions and requests, including requests for payment from Incentive Recipients shall be made through the Incentive Processing Center.

CALSTART, its subcontractors, and the California Energy Commission reserves the right to request, at their sole discretion, any supporting documents or information they deem necessary to verify the accuracy and eligibility claimed by an Incentive Recipient. Incentive Recipients shall promptly provide such requested documentation, or CALSTART or the California Energy Commission may, at their discretion, deem the application in question to be ineligible for award in accordance with the Incentive Recipient Agreement and in accordance with applicable laws and regulations governing California state-funded projects.

6. Duties and Responsibilities

6.1. Applicant Responsibilities

An Applicant is responsible for submitting its incentive application and providing all required documentation to CALSTART. Eligible Applicants must accept the incentive directly. Communities in Charge does not provide an option to assign the incentive to a third party.

Communities in Charge reserves the right to limit eligibility of project participants with bankruptcies, threatened or pending legal actions, loan defaults, or judgements as determined to protect the best interest of the Project. Additional requirements for Applicants shall include but not be limited to:

- a) Must comply with all US federal, California state, local safety, permitting, zoning, and other applicable laws, regulations, and guidelines;
- b) Must ensure all equipment is installed by a qualified and licensed contractor in good standing with the Department of Consumer Affairs Contractors State License Board (CSLB), and that this installation is in accordance with US federal, CA state, and local codes and abide by all permitting and inspection requirements;
- c) If the project is a Public Work, Incentive Recipients must comply with all requirements of California's Prevailing Wage Law. In the event the project is a Public Work such that prevailing wages must be paid, it shall be mandatory upon the General Contractor, and upon associated vendors thereunder, with whom an Incentive Recipient contracts, to pay no less than said specified rates to all workers employed by them in execution of the contract for which an incentive was awarded to the Applicant, among other things. Every project is subject to potential audit for Prevailing Wage compliance. This includes, if requested, providing CALSTART, the California Energy Commission and/or the Department of Industrial Relations ("DIR") or related entities, access to an incentive recipient's and their contractors' certified payroll records and retaining the supporting documentation as required by law as evidence of compliance.

If an Applicant believes the Project is not subject to prevailing wage laws, the Applicant may be

required to provide competent proof of a DIR or court determination that the project is not a public work requiring payment of prevailing wages. For more information regarding how to determine whether a project is a public works subject to prevailing wage laws, and information on registering with the DIR and compliance with prevailing wage laws please visit the following link: [California Department of Industrial Relations - Home Page](#);

- d) Must use [Electric Vehicle Infrastructure Training Program \(EVITP\)](#) certified electricians for the installation of the Level 2 EVSEs according to the following requirements:
 - i) If the electric vehicle charging infrastructure and equipment to be installed supplies Charging Ports with 24.9 kW or less and no Charging Ports supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least one electrician on each crew at all times during work hours who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification;
 - ii) If the electric vehicle charging infrastructure and equipment to be installed supports at least one Charging Port supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least 25 percent of the total electricians working on the crew, at all times during work hours, holding EVITP certification.
 - iii) **The requirements stated in this section do not apply to electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.**
- e) Must maintain the electric vehicle charging equipment and real property insurance as required by law. If the installed and commissioned infrastructure is damaged, destroyed, or otherwise becomes permanently inoperable due to accident or negligence by the Applicant or any other party, the Applicant must notify Communities in Charge Staff;
- f) Must report project status and delays in a timely manner to Communities in Charge Staff in accordance with the Terms and Conditions;
- g) Must ensure the **Level 1 and Level 2 EVSE** is maintained and operated for no less than 6 years from the date of final commissioning;
- h) **Level 2 EVSE only**: Must maintain a network service agreement for the Project Site for no less than 6 years from the date of final commissioning;
- i) **Level 2 EVSE only**: Must provide CALSTART or CEC with no less than 6 years of Level 2 EVSE usage data in accordance with the data collection requirements outlined within this Implementation Manual, Section 6.2.2. CALSTART may implement a mechanism to streamline the transfer of required data;
- j) Must submit reports and respond to surveys put forth by Communities in Charge Staff for a period of 36 months (3 years). The foregoing reports and surveys may be prompted by Communities in Charge emails (communitiesincharge@calstart.org) or through the IPC, and the Applicant must respond by any stipulated deadlines contained therein;
- k) Must be available for follow-up inspection if requested by Communities in Charge Staff, CEC, or CEC's designee;

- l) Must disclose all sources of funding and incentives used in combination with Communities in Charge incentive funds;
- m) Through submission of an application to Communities in Charge, Applicants must agree to allow the California Energy Commission to use application data for publicly available data tools, including, but not limited to, the Energy Commission's Cost Transparency Tool;
- n) Must ensure the accuracy of the information on all incentive applications and required documentation submitted. Submission of false information on any required documents may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California;
- o) **Level 2 EVSE only:** Must comply with AB 2061 requirements, including ensuring a minimum of 97% uptime of all Level 2 EVSEs receiving Communities in Charge Incentives for 6 years, as defined in the Terms and Conditions;
- p) Must ensure the funded **Level 1 and Level 2 EVSE** remains in service at the Project Site for at least 6 years from the date of final commissioning;
- q) Through submission of an application to Communities in Charge, Applicants must agree to complete all required application documentation in accordance with the guidance provided in this Implementation Manual, by Communities in Charge Staff, and the Terms and Conditions. Applicants must further agree that Communities in Charge Staff reserves all rights and remedies available under the law to enforce the requirements of the Project and may report breaches and noncompliance by any participant to the California Energy Commission for legal recourse. This may include but shall not be limited to repayment of past incentives and suspension or termination of an Applicant's Notice of Award.

6.2. Data Collection Responsibilities

This section outlines the Data Collection Responsibilities for incentivized projects.

For Level 2 EVSE, each Applicant must facilitate and enable data collection on deployed electric vehicle infrastructure equipment, reported quarterly at minimum, starting from the date of final commissioning. Electric Vehicle Service Providers (EVSPs) or Network Providers shall pursue automated approaches to reporting said data for accuracy of reporting and streamlined processing for all parties involved. Applicants shall ensure their selected network provider(s) is/are prepared to meet the necessary data collection requirements detailed in this Implementation Manual.

For Level 1 EVSE, there are no utilization data collection requirements for electric vehicle infrastructure equipment installed with Incentives from Communities in Charge. Communities in Charge reserves the right to add utilization data collection requirements for Level 1 EVSE as needed, with appropriate notice to Awardees.

CALSTART reserves the right to name a designee as the recipient of data collection efforts described below. The following data parameters may be updated and, therefore, are subject to change.

6.2.1. Construction Progress Tracker

Upon Notice of Final Award and until rebate payment, Applicants must provide timely updates to the Construction Progress Tracker in the Incentive Processing Center. All key milestones within the Construction Progress Tracker must be completed in the IPC prior to submission of a final payment request. The primary point of contact listed on the application will receive reminder emails from Communities in Charge throughout the award period to complete and update the Construction Progress Tracker.

Note: A Construction Progress Tracker must be completed for each individual Project Site for which an application is submitted. For example: An applicant submits 12 applications, and each application receives a Notice of Final Award, the applicant would be required to complete 12 entries in the Construction Progress Tracker.

6.2.2. Programmatic Data Collection

The following data parameters concerning overall project participation in Communities in Charge shall be collected through the IPC from each submitted application:

- a) Quantity (number), type, date, and location of Charging Ports and Smart Outlets installed;
- b) Nameplate capacity of the installed equipment, in kW;
- c) Number and type of Charging Ports per Level 2 and Smart Outlets per Level 1 EVSE;
- d) Location type, such as street, parking lot, hotel, restaurant, or multi-family housing; and
- e) Total cost per Charging Port or Smart Outlet, including any federal subsidies, utility subsidies, Communities in Charge incentives, and any privately funded share per Charging Port or Smart Outlet.
- f) Qualitative information associated with environment, social, economic, or public health co-benefits, as requested.

6.2.3. Level 2 EVSE Usage Data Collection

CALSTART will request data on throughput, usage, and operations of Level 2 EVSEs receiving incentives from Communities in Charge. The goal of this is to collect operational data from Project Sites and to analyze that data for economic and environmental impacts. Applicant shall:

- a) Ensure data is provided to CALSTART at least quarterly upon final commissioning of the installed Level 2 EVSEs;
- b) Provide CALSTART with the following data using 15-minute intervals, at a minimum, from the usage of the Level 2 EVSEs:
 - i) EVSE ID
 - ii) Port ID
 - iii) Port maximum (in kW)
 - iv) Connection start/end date (MM/DD/YYYY)
 - v) Connection start/end time (HH/MM/SS)
 - vi) Charge session start/end date (MM/DD/YYYY)
 - vii) Charge session start/end time (HH/MM/SS)

- viii) Energy consumed (in kWh)
 - ix) Vehicle make, model and year
 - x) Interval ID
 - xi) Interval peak demand (in kW)
 - xii) Interval start/end date (MM/DD/YYYY)
 - xiii) Interval start/end time (HH/MM/SS)
 - xiv) Interval average demand (in kW)
 - xv) Idle duration
 - xvi) Uptime
 - xvii) Downtime reason
 - xviii) Event start/end date (MM/DD/YYYY)
 - xix) Event start/end time (HH/MM/SS)
- c) Comply with requests by CALSTART to obtain the foregoing data in a format and frequency that is acceptable to CALSTART and CEC.

6.3. Compliance with Communities in Charge Rules, Duties, and Responsibilities

Applicants and Incentive Recipients are required to adhere to Communities in Charge rules, duties, and responsibilities outlined and described in this Implementation Manual.

In addition, Applicants and Incentive Recipients are expected to remain in good standing with other funding opportunities they may participate in, regardless of its funding source. Failing to adhere to the rules, obligations and responsibilities as outlined in the Implementation Manual and/or failing to remain in good standing with any projects in which state or federal funding is awarded, regardless of funding source, will result in the Applicant and/or Incentive Award Recipient being designated as "non-compliant."

Applicants and Incentive Recipients who are designated as "non-compliant" will be notified of their non-compliant status by CALSTART, the CEC, or a designee thereof via email, written letter, or the IPC. Within 60 calendar days of receiving notification of non-compliant status, an Applicant and/or Incentive Recipient must return to compliant status and provide documentary proof of its return to compliant status. Failure to return to compliant status within the allotted time frame may result in a delay of payment, the cancellation of the project, and/or termination of the award in its entirety.

Applicants and Incentive Recipients should use due diligence when selecting Contractors, Vendors, Installers, and Subcontractors to assist in the construction, installation, commissioning, and completion of a Project Site, including ensuring their ability to comply with the program requirements outlined herein and ensure they are in good standing with Communities in Charge. Applicants and/or Incentive Recipients that are designated as non-compliant regardless of cure status may be precluded from future participation in a Communities in Charge project as an Applicant, Incentive Recipient, Site Host, Contractor, Vendor, or other means of participation. Delays associated with non-compliance are not a valid reason for project extension.

7. Table of Acronyms

Acronym	Description
ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction
BEV	Battery Electric Vehicle
CBO	Community-Based Organization
CEC	California Energy Commission
CTEP	California Type Evaluation Program
DAC	Disadvantaged Community
EV	Electric Vehicle
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment
EVSP	Electric Vehicle Service Provider
GVWR	Gross Vehicle Weight Rating
IEEE	Institute of Electrical and Electronics Engineers
IOU	Investor-Owned Utilities
IP	Internet Protocol
IPC	Incentive Processing Center
ISO	International Organization for Standardization (ISO)
KW	Kilowatts
LIC	Low-Income Community
NRTL	Nationally Recognized Testing Laboratory
OCA	Open Charge Alliance
OCPP	Open Charge Point Protocol
PHEV	Plug-In Hybrid Electric Vehicle
PLC	Power Line Carrier
SAE	Society of Automotive Engineers
TCP	Transmission Control Protocol
TLS	Transport Layer Security

APPLICANT/INCENTIVE RECIPIENT SIGNATURE

I declare under penalty of perjury, under the laws of the State of California, that all of the information provided above is true and correct. I further acknowledge that I have read, understand, and agree to be bound by the terms and conditions as outlined.

Applicant/Incentive Recipient Name or Organization:	City of Commerce
Printed Name of Applicant/Incentive Recipient's Authorized Representative (first and last):	Shahid Abbas
Title of Applicant/Incentive Recipient / Title of Applicant/Incentive Recipient's Authorized Representative:	Director Public Works
Signature:	<i>Shahid</i>
Date:	03/30/2026 05:07PM US/Pacific

Exhibit F - Definitions

Agreement - The Incentive Recipient Agreement executed between CALSTART and the Incentive Recipient.

CAM - Commission Agreement Manager

CEC - California Energy Commission

Communities in Charge Staff - Communities in Charge Staff includes staff from CALSTART and its subrecipient TetraTech who are working on the Communities in Charge project.

Confidential Incentive Recipient Information - Information belonging to the Incentive Recipient that the Incentive Recipient has satisfactorily identified as confidential, and the CEC and CALSTART has agreed to designate as confidential, under Title 20 California Code of Regulations Section 2505. If applicable, all Incentive Recipient information considered confidential at the commencement of this Agreement is designated in an attachment to this Agreement.

Incentive Recipient - Any person or entity that receives an incentive awarded under this Agreement.

Operational - A charging port or smart outlet's hardware and software are both online and available for use, or in use, and the charging port or smart outlet is capable of successfully dispensing electricity.

Products - Any tangible item specified in the Scope of Work. Unless otherwise directed, draft copies of all products identified in the Scope of Work shall be submitted to CALSTART for review and comment and may be shared with the CEC.

Subcontract (or subaward) - An agreement between the Incentive Recipient and any person or entity that will receive funds under this Agreement and is entrusted by the Incentive Recipient to make decisions about how to conduct some of the project's activities. A subcontract provides another person or entity discretion over project activities and is not merely just selling goods or services.

"Special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information Security Program and obtaining nondisclosure agreements for all individuals who be provided access to confidential information or person information.

Exhibit G

Network Service Agreement Charging Network Provider Data Sharing Agreement Terms and Conditions

The following must be attached as an Exhibit to the Network Service Agreement.

The Level 2 EVSE supported under this Network Service Agreement is part of an Incentive Recipient project with Agreement Number 220-430-009 - App-0002337 awarded under the Communities in Charge program funded by the California Energy Commission.

Application Number	App-0002337
Award Number	2535 Commerce Way - Award
Incentive Recipient	Energy Smart Group
Project Site	2535 Commerce Way
Magnitude of Award	\$119000.00
Agreement Number	220-430-009 - App-0002337

The purpose of this Exhibit is to ensure that the data delivery requirements required for Level 2 EVSE at Incentive Recipient Projects are met by an Incentive Recipient whether directly by a charging network provider and/or by the Incentive Recipient or other third party through appending this Exhibit in its entirety to the agreement entered into for an Incentive Recipient Project with the charging network provider (the "Network Service Agreement"). A charging network provider is the entity that provides the digital communication network that remotely manages the chargers ("Charging Network Provider"). Charging Network Providers may also serve as charging station operators and/or manufacture chargers. **Incentive Recipient agrees and acknowledges that the ultimate responsibility for delivery of the data required by this Exhibit rests with the Incentive Recipient. Incentive Recipient also agrees and acknowledges that the data to be delivered in this Exhibit shall continue for six (6) years following the date of commissioning of the chargers in the Incentive Project.** Capitalized terms used in this Exhibit are to be given the meanings set forth in the Incentive Recipient Agreement unless otherwise defined herein. The terms of this Exhibit G shall survive the termination of the Agreement.

Terms and Conditions

- CEC Enforcement:** The California Energy Commission ("CEC") shall be deemed a third party beneficiary/real party in interest in a Network Service Agreement and all data collected and reported thereunder with full rights to enforce all terms and conditions of those

agreements. Failure to meet the Operational Requirements set forth in this Exhibit shall allow CEC to seek repayment of incentive funds from the Incentive Recipient of funds from the CEC.

2. **Operational Requirements:** All installed charging ports have to maintain an uptime of at least 97 percent for each year for six (6) years after the beginning of commissioning. Uptime and downtime calculation methods are described below.
3. **Charging Network Provider Requirements:** The Charging Network Provider agrees to meet all of the following requirements:
 - a. **Use of CEC API:** The Charging Network Provider must have an API of the CEC's choosing to permit the Charging Network Provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
 - b. **OCPP Subset Certification:** The Charging Network Provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.
 - c. **Version of OCPP:** The Charging Network Provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.
 - d. **Transmission Protocols:** The Charging Network Provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:
 - i. AuthorizeRequest shall be transmitted to the Central Management System by the charger.
 - ii. AuthorizeResponse shall be transmitted by the Central Management System to the charger.
 - iii. BootNotificationResponse shall be transmitted by the Central Management System to the charger in response to any received BootNotificationRequest.
 - iv. HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
 - v. HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatRequest.
 - vi. RequestStartTransactionRequest shall be transmitted by the Central Management System to the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
 - vii. StatusNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status changes.
 - viii. TransactionEventRequest shall be transmitted to the Central Management System by the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
 - ix. The optional field meterValue must be populated when the eventType field is set to either "Started" or "Ended."
 - x. When populated, the sub-subfield Value of the subfield SampledValue of the field meterValue shall be transmitted in Watt-hours (Wh).
 - xi. When populated, the sub-sub-subfield unit of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default string, "Wh."

- xii. When populated, the sub-sub-subfield multiplier of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default integer, 0 (zero).
- xiii. When the meterValue field is populated, the measurand sub-subfield of the SampledValueType subfield, of the field meterValue shall be populated as specified in OCPP 2.0.1 or a later version.

4. **Recordkeeping and Transmittals:** For networked chargers, the Charging Network Provider must:

- a. Collect and retain the Remote Monitoring data below from each charging port installed and operated as part of the Network Service Agreement.
- b. Automatically transmit the Remote Monitoring data below to the CEC, via API, within 60 minutes of the Remote Monitoring data's generation. Transmittals must begin within one month of the charger becoming operational.
- c. Retain the Remote Monitoring data below for 2 years from the date of each record's generation and for the duration of the length of the Network Service Agreement, Provide Remote Monitoring records to the CEC within 10 business days of request.
- d. Provide digital records in a comma separated values file unless another file format is approved by the CEC for the request.
- e. Provide a clear and understandable Data Dictionary from each Charging Network Provider that describes each data element and any associated units with all digital records.

5. **Remote Monitoring Data:** Remote monitoring data for networked chargers, which will serve as the foundation for the Remote Monitoring records that must be submitted shall include:

- a. All instances of the following Protocol Data Units, specified in OCPP 2.0.1, that are transmitted between the charger and the central system.
 - i. AuthorizeRequest
 - ii. AuthorizeReponse
 - iii. BootNotificationRequest
 - iv. HeartbeatResponse
 - v. RequestStartTransactionRequest
 - vi. StatusNotificationRequest
 - vii. TransactionEventRequest

6. **Reporting:** With respect to Level 2 charging ports, the Charging Network Provider shall:

- a. After the charger becomes operational, prepare and submit to the CEC *Quarterly Reports on Charger and Charging Port Reliability and Maintenance*. This report must conform to a format approved by the CEC and is provided for six (6) years after the charging port is operational. Each report must include:
 - i. A summary of charging port downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:

- A. **For networked charging ports**, the time after the charger has transmitted a StatusNotificationRequest indicating that the charging port associated with that charger is in a "faulted" or "unavailable" state until a subsequent StatusNotificationRequest is transmitted by that charger indicating that the charging port has transitioned to an "available," "occupied," or "reserved" state. The timestamps in each StatusNotificationRequest shall be used to quantify downtime.
 - B. **For networked chargers**, the time between a BootNotificationResponse transmitted by the Central Management System and the last HeartbeatResponse transmitted by the Central Management System prior to the BootNotificationResponse. The timestamps in the relevant BootNotificationResponse and HeartbeatResponse shall be used to quantify downtime.
 - C. **For all charging ports**, the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes, but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.
- ii. Provide a summary of excluded downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. 'Excluded Downtime' includes:
- A. **Before Initial Installation:** Downtime before the charging port was initially installed.
 - B. **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
 - C. **Outage for Preventative Maintenance or Upgrade:** Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
 - D. **Vandalism or Theft:** Downtime caused by any physical damage to the charger or station committed by a third party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each vandalism or theft event. A police report or similar third-party documentation is required to claim this as excluded time.
 - E. **Natural Disasters:** Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the charger(s) to claim this as excluded downtime.
 - F. **Communication Network Outages:** Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication

Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.

- G. Operating Hours:** provide the hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.
- b. **Uptime:** Provide a summary and calculation of uptime. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:
- [Equation]
- i. U = Charging Port Uptime
 - ii. T =
Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.
Q2 reporting period = 131,040 minutes.
Q3 and Q4 reporting periods = 132,480 minutes.
 - iii. D = Total charging port downtime for the reporting period, in minutes.
 - iv. E = Total charging port excluded downtime in the reporting period, in minutes.
- c. **For networked charging ports,** provide a charge attempt summary for each charging port. The charge attempt summary shall include, as defined below, the total number of charge attempts, the total number of successful charge attempts, the total number of failed charge attempts, and the successful charge attempt rate for the reporting period.
- i. **Charge Attempt.** A charge attempt occurs upon transmission of one or more of the protocol data units identified in following subsections A. through G. below between the Central Management System and the charger as specified in OCPP Version 2.0.1 or a subsequent version of OCPP. Any number of the Protocol Data Units described in A. through G. of this subsection below timestamped within a three-minute interval shall be counted as one charge attempt. Any number of TransactionEventRequest described in D. through G. of this subsection below transmitted with identical identifier strings in the transactionId subfield of the transactionInfo field shall be counted as one charge attempt.
 - A. An AuthorizeRequest message transmitted by the charger to the Central Management System.
The AuthorizeRequest message shall not count as a charge attempt if the Central Management System responds with an AuthorizeResponse message with the status subfield of the idTokenInfo field set to any of the following responses:
 - a. "Blocked"
 - b. "ConcurrentTx"
 - c. "Expired"
 - d. "Invalid"
 - e. "NoCredit"
 - f. "NotAllowedTypeEVSE"
 - g. "NotAtThisLocation"
 - h. "NotAtThisTime"
 - i. "Unknown"
 - B. A RequestStartTransactionRequest message transmitted by the Central Management System to the charger.

- C. A StatusNotificationRequest message transmitted by the charger to the Central Management System with the connectorStatus field set to "Occupied".
 - D. A TransactionEventRequest message transmitted by the charger to the Central Management System with the eventType field set to "Started".
 - E. A TransactionEventRequest message transmitted by the charger to the Central Management System with the triggerReason field set to "CablePluggedIn".
 - F. A TransactionEventRequest message transmitted by the charger to the Central Management System with the chargingState subfield of the transactionInfo field set to "EVConnected".
 - G. A TransactionEventRequest message transmitted by the charger to the Central Management System with the chargingState subfield of the transactionInfo field set to "Charging".
- ii. **Charging Session.** A charging session begins and ends as follows:
- A. A charging session begins when the charger transmits TransactionEventRequest to the Central Management System with the chargingState subfield of the transactionInfo field set to "Charging."
 - a. In the event that multiple TransactionEventRequest protocol data units are transmitted with the chargingState subfield of the transactionInfo field set to 'Charging' AND identical identifier strings in the transactionId subfield of the transactionInfo field, the charging session shall begin when the first of those protocol data units are sent. Which protocol data unit was sent first shall be determined based on the lowest value in the seqNo field.
 - b. A charging session ends when the charger transmits a subsequent TransactionEventRequest to the Central Management System with the chargingState subfield of the transactionInfo field set to any of the following values:
 - i. "EVConnected"
 - ii. "SuspendedEV"
 - iii. "SuspendedEVSE"
 - iv. "Idle"
 - c. The identifier string contained in the transactionId subfield of the transactionInfo field must be identical in the messages described in a. and b. of this subsection above.
 - d. The date and time found in the timestamp field of the messages described in A. and B. of this subsection above shall be used to determine the start and stop time of a charging session.
- iii. **Successful Charge Attempt.** A successful charge attempt is a charge attempt that is followed by either A. or B. of this subsection below prior to another charge attempt.
- A. A charging session that lasts for 5 minutes or longer as determined by the timestamps described above
 - B. The stoppedReason subfield of the transactionInfo field of the TransactionEventRequest protocol data unit ending the charging session is set to one of the following:
 - a. "EnergyLimitReached"
 - b. "Local"
 - c. "Remote"
 - d. "SOCLimitReached"
- iv. **Failed Charge Attempt.** A failed charge attempt is any charge attempt that is not followed by a successful charge attempt prior to a subsequent charge attempt.

- v. **Successful Charge Attempt Rate.** The successful charge attempt rate for a charging port shall be calculated using the following formula:
[Equation]
Where:
SCAR = Successful Charge Attempt Rate
CA = Total Charge Attempts for the reporting period
FCA = Total failed charge attempts for the reporting period

d. **For all chargers,** a summary of the total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Include details of all excluded downtime and a narrative description of events that caused the excluded downtime. Include the summary in each Quarterly Report on Charger and Charging Port Reliability and Maintenance.

7. **Charger Utilization:** The charger network provider shall collect and provide to the CALSTART and the CAM at CEC, at minimum, quarterly utilization data from the project for all installed Level 2 chargers in an EV Utilization Data Report in the format of the CEC's choosing, for three (3) years after the charging ports are operational, including, but not limited to:

a. **EV Charging Port:**

- i. Charging Network Provider name
- ii. Charger site address, city, zip code
- iii. Charger make, model, and manufacturer serial number
- iv. EV service equipment charger and charging port ID
- v. Peak Power (kW)
- vi. Charging session start/end date and times
- vii. Charging session energy consumed (kW)
- viii. Plug in/un-plugged timestamp Coordinated Universal Time (UTC)
- ix. Charging interval peak demand
- x. Charging interval start/end times
- xi. Charging interval energy consumed
- xii. If a bidirectional charger, energy (kWh) discharged back to grid or facility
- xiii. Total transacted amount
- xiv. Payment method

8. **Product:** The charger network provider shall provide an *EV Utilization Data Report*, provided, at a minimum, quarterly for three years after charging ports are operational.

9. **Data Reporting:** All information set forth above shall be required to comply with CEC approved formatting, report templating and delivery methods.

The signatories below agree to comply with all of the foregoing terms and conditions of this Exhibit.

Charger Network Provider	Incentive Recipient, or their Project Partner:
By:	By:
Name of Certifying Officer:	Name of Certifying Officer:
Title:	Title:
Organization Name:	Organization Name:
Date:	Date:



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