



County of San Diego Electric Vehicle Charger Program

EVCP Terms and Conditions

May 29, 2026

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County of San Diego Electric Vehicle Charger Program (EVCP)
 Terms and Conditions (EVCP Terms and Conditions)
 Last Updated: May 29, 2026

1. Definitions.

When a term listed below is used in this document, it shall have the meaning defined below. While these term definitions are intended to mirror those contained in the EVCP Program Guidelines, to the extent the terms defined below are inconsistent with those contained in these EVCP Terms and Conditions, the terms in this document shall supersede those contained in the EVCP Program Guidelines.

Active Application/Project: An Active Application/Project is any Application that currently has Funds Reserved under EVCP.

Application: The forms submitted by the Applicant through the Application Portal on the EVCP Website to apply for EVCP funding.

Applicant: The individual or entity designated by the Incentive Recipient as the Applicant on the Application.

Application Date: The date on which an Application is submitted via the Application Portal on the EVCP Website and acknowledged as received by the Program Administrator.

Application Portal: The link on the EVCP Website providing access to the Application.

Application Window: The time frame during which Applicants can apply for incentive funding under EVCP. This time frame may be extended and/or modified in the sole and absolute discretion of the Program Administrator acting in concert with County.

Authority Having Jurisdiction (AHJ): An entity with the authority to review the plans and design of a Proposed Installation against codes, standards, and regulations it enforces within its jurisdiction.

Battery Electric Vehicle (BEV): A vehicle that is propelled by electric motors and powered solely by energy stored in rechargeable batteries. These vehicles do not have an internal combustion engine.

CHAdeMO: A Japanese-developed standard for electric vehicle DC fast charging.

Charging Post: Charging posts are the standing infrastructure units that house EV chargers/ ports. Charging posts typically have one or two EV chargers/ ports. Dual-port charging posts are able to charge two cars at the same time.

Charging Port/Charger: An EV charger/port provides power to charge only one vehicle at a time even though it may have multiple connectors. EV chargers/ports are also sometimes referred to as electric vehicle supply equipment (EVSE) ports.

Combined Charging Standard (CCS): An internationally developed standard (also known as SAE J1772 Combo) for electric vehicle DC fast charging.

Connector: A connector is what is plugged into a vehicle to charge it. One charger/port may have multiple connector options as they are used to charge different EV types, however, only one car can charge at each charger/port at a time.

DC Fast Charger (DCFC): A device that provides direct current to support charging at high power with inputs of 480+ volts and output power ranges of 20 kW to over 350 kW.

DCFC Milestone Requirements: Requirements for submission for a DCFC project to receive milestone funds.

Electric Vehicle Infrastructure Training Program (EVITP): A program developed by industry stakeholders including automakers, EVSE manufacturers, educational institutions, utility companies, and electrical industry professionals; and provides training and certification for electricians installing electric vehicle

supply equipment. EVITP certification requirements are mandated by California Public Utilities Code Section 740.20.

Eligible Costs: Incurred and paid costs that these EVCP Terms and Conditions and the EVCP Program Guidelines classify as eligible for inclusion in the calculation of the Incentive Payment to be made in connection with an Application in EVCP.

Eligible Equipment: Equipment that meets the requirements for equipment eligible for use in EVCP as set forth in the EVCP Program Guidelines.

Eligible Equipment List: The list of Eligible Equipment found at the [CALeVIP Website](#).

Eligible Site: A site eligible for the placement of a Proposed Installation in EVCP.

EVCP: The County of San Diego Electric Vehicle Charger Program.

EVCP Eligibility Requirements: The comprehensive set of eligibility requirements contained in the EVCP Program Guidelines and these EVCP Terms and Conditions.

EVCP Program Guidelines: The document detailing the EVCP rules, eligibility guidelines, applicant requirements, and project definitions. The EVCP Program Guidelines are posted on the EVCP Website at <https://sandiegocounty.gov/ev-charger>.

EVCP Terms and Conditions: The Terms and Conditions posted on the EVCP Website at <https://sandiegocounty.gov/ev-charger>. The most recent version of the EVCP Terms and Conditions posted to the EVCP Website will be considered the EVCP Terms and Conditions and will supersede any previous versions.

EVCP Extension and Cancellation Appeal Policy: The policy and process regulating extensions and cancellations of Applications. The most recent version is posted on the EVCP Website.

EVCP Website: The website located at <https://sandiegocounty.gov/ev-charger>.

Final Requirements: The documentation submitted after project completion as further described in the EVCP Program Guidelines.

Final Utility Service Design: The final design of the new or upgraded utility service being provided to the Installation Site for the Proposed Installation. To qualify to be classified as the Final Utility Service Design, the design must be approved by both the utility and the Applicant and indicate that the service will meet or exceed the Minimum Site Output Capacity.

Final Verification Stage: The stage in which required documents and costs for the Proposed Installation described in the Application are submitted, reviewed, rejected, resubmitted, and/or approved for reimbursement through an Incentive Payment.

Funds Reserved Amount: The dollar amount reserved on the Funds Reserved Date to make payments for Eligible Costs related to an Application.

Funds Reserved Date: Following notification of project selection, Applicants have three (3) weeks to formally accept granted funds with the Program Administrator via the emailed EVCP Formal Incentive Acceptance Form. The Funds Reserved Date is the date on which the Applicant submits the EVCP Formal Incentive Acceptance Form no later than three (3) weeks after notification of project selection.

Funds Reserved Expiration Date: The date 450 days (DCFC) or 270 days (L2) after the Funds Reserved Date.

Funds Reserved Status: An Application that has met all program eligibility requirements, is deemed complete, and for which Incentive funds have been reserved.

Guaranteed Output: The maximum power rating for each Charging Port when all Charging Ports are in use.

Incentive: The financial rebate provided to reimburse an Incentive Recipient for Eligible Costs submitted by an Applicant in connection with a Proposed Installation.

Incentive Amount Limit: The total Incentive Payment that can be made on a single Application is limited to one hundred percent (100%) of the Eligible Costs as further reduced by Installation Site limitations, Applicant Incentive Cap limitations and other limitations defined in these EVCP Terms and Conditions and the EVCP Program Guidelines, up to the Funds Reserved Amount for the Application.

Incentive Payment: The amount of the Incentive that the Program Administrator determines should be paid to the Incentive Recipient to reimburse Eligible Costs related to an Application under the rules and regulations imposed by these EVCP Terms and Conditions and the documents incorporated therein, including the EVCP Program Guidelines.

Incentive Recipient: The individual or entity identified in the Application as the individual or entity applying to receive the Incentive Payment to reimburse Eligible Costs submitted by an Applicant in connection with a Proposed Installation.

Installation Address: The street address at which the Proposed Installation will be installed.

Installation Data Form: A questionnaire about a specific Application's Proposed Installation that is to be completed and submitted through the user dashboard during the Final Requirements Stage.

Installation Site: The location where the Proposed Installation will be installed.

Issued Permit: The permit(s) provided by the AHJ indicating that the Proposed Installation's design meets the AHJ's requirements and complies with all laws, rules, codes, and regulations. Some installations with solar and/or ESS may require permits from multiple AHJs.

J3400: The version of the NACS connector standardized by the Society of Automotive Engineers for industrywide adoption.

Light-Duty Vehicle: A vehicle with a gross vehicle weight rating of 8,500 pounds or less.

Level 2 Charger: An electric vehicle charger that delivers electricity to a plug-in electric vehicle's on-board charger at a minimum rate of 6.2 kw and utilizes the SAE J1772 or J3400 charging connector.

Major Highway: An interstate highway, U.S. federal highway, or California state highway.

Medium and Heavy-Duty Vehicles: Vehicles with a gross vehicle weight rating of over 8,500 pounds.

Nationally Recognized Testing Laboratory (NRTL): An independent laboratory recognized by the Occupational Safety and Health Administration to test products to applicable product safety standards.

Network Provider: A business that manages the network operations centers to manage the software, database, and communication interface that enables operation of each Charging Port located at the Proposed Installation.

Network Service Agreement: An agreement with an eligible Network Provider to provide network services for DCFS at the Installation Site.

New Site: A type of installation where no electrical infrastructure except for pre-installation conduit is in place at the Installation Site on the Receipt Date of the Application.

North American Charging Standard (NACS): A connector design developed by Tesla that is capable of both Level 2 and DCFC charging.

Obligated Parties: Collectively, the Applicant, the Incentive Recipient, and the Property Owner.

Occupational Safety and Health Administration (OSHA): A U.S. regulatory agency within the U.S. Department of Labor that sets standards and enforces regulations regarding workplace safety and health across various industries.

Plug-in Electric Vehicle (PEV): A vehicle that can be plugged into an electrical outlet or charging device to recharge its battery. There are two types of plug-in electric vehicles: battery electric vehicles and plug-in hybrid electric vehicles.

Plug-in Hybrid Electric Vehicle (PHEV): A vehicle that is propelled by electric motors and an internal combustion engine. This type of vehicle is powered partially by energy stored in rechargeable batteries, with the remaining energy coming from gasoline or diesel.

Primary Use: The type of use of the Site that represents more than fifty percent (50%) of total Site use.

Program Administrator: The entity designated by the County of San Diego to administer the EVCP, initially Rincon Consultants.

Property Owner: The individual or entity who has the legal right to use, sell, or transfer a piece of property on which an Installation Site is located and authorizes the installation of the Proposed Installation to occur in compliance with all EVCP Eligibility Requirements.

Proposed Installation: Refers to the entire scope of the Charging Station that is proposed in the Application for installation at the Installation Site.

EVCP Project Change Request Form: The form is used by the Incentive Recipient to replace the Applicant on the Application with another individual or entity.

Receipt Date: The date on which an Application is recorded as received in the Application Portal.

SAE J1772: North American standard for electrical connectors for electric vehicles.

Secondary Use: Use of the Site that represents less than fifty percent (50%) of total Site use.

Site: Developed real property substantially under the common control of a single entity serving residents, employees, customers, and/or guests for a common purpose.

Total Approved Costs: The sum of the Eligible Costs incurred and paid in connection with the Application that are eligible for reimbursement to the Incentive Recipient pursuant to these EVCP Terms and Conditions.

Uptime: The amount of time during which the EVSE hardware and software are both online and available for use, or in use with the Charging Port successfully dispensing electricity in accordance with the Minimum Site Output Capacity requirement. As defined by:

$$\left(\frac{[\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}]}{[\text{Total Standard Hours of Operation}]} \right) * 100 \text{ percent.}$$

All Uptime will be monitored in compliance with AB 2061 (Chapter 345, Statutes of 2022).

2. Agreement to EVCP Terms and Conditions Required for Eligibility.

The Applicant's agreement to these EVCP Terms and Conditions, including any provisions incorporated by reference, all as may be amended from time to time in the sole and absolute discretion of the Program Administrator and the County, is required for eligibility for participation in EVCP and is a condition precedent to participation in EVCP. The Applicant shall signify its agreement to these EVCP Terms and Conditions by checking the box on the Application next to the statement expressly declaring the Applicant's agreement to be bound by these EVCP Terms and Conditions. In checking the box to signify Agreement to the EVCP Terms and Conditions, the Applicant is acting for and on behalf of the Property Owner, and Incentive Recipient, and represents and warrants that it has obtained the express approval from the Property Owner, and Incentive Recipient to agree on behalf of the Property Owner, and Incentive Recipient to these EVCP Terms and Conditions by checking the box signifying agreement. The checking of the box formally binds the Applicant, Property Owner, and Incentive Recipient to these EVCP Terms and Conditions.

3. Documents Incorporated By Reference; Complete Agreement.

A. Documents Incorporated By Reference.

The following documents, including any exhibits that may be attached to the documents, are hereby incorporated by reference into the EVCP Terms and Conditions in full and as fully a part of these EVCP Terms and Conditions as if incorporated verbatim herein:

1. EVCP Program Guidelines, available on the [Program website](#)
2. EVCP Terms and Conditions, available on the [Program website](#)
3. [EVCP Site Application Form](#)
4. EVCP Formal Incentive Acceptance Form, only available by email if selected to receive the incentive
5. [EVCP DCFC Milestone Requirements Form](#)
6. [EVCP Final Requirements Form](#)
7. [EVCP Extension and Cancellation Appeal Form](#)
8. [EVCP Project Change Request Form](#)

4. Order of Precedence.

In case of conflict between or among the terms of these EVCP Terms and Conditions and the document(s) incorporated by reference, the provisions of the following documents shall take precedence in the following order: (1) EVCP Terms and Conditions, as may be amended from time to time; and (2) EVCP Program Guidelines.

5. Revision of EVCP Terms and Conditions.

A. Amendment.

The Program Administrator, acting in its sole and absolute discretion at any time, shall have the right to revise these EVCP Terms and Conditions, the EVCP Program Guidelines, EVCP Site Verification Form, the EVCP Extension and Cancellation Appeal Policy, and all other forms used in the administration of the EVCP.

B. Effective Date.

Amended documents shall become effective upon posting to the County of San Diego Website. The most recent version of each such document supersedes all earlier versions.

6. Applicant and Incentive Recipient Eligibility for Application Submission.

A. Applicant.

To be eligible to be an Applicant, the individual or entity must meet the requirements listed hereinbelow:

1. The individual or entity must have been authorized by the Incentive Recipient to file the Application.
2. If the Applicant is an entity, the entity must:
 - a. be classified into one of the four categories listed in Section 6.B. below; and
 - b. be currently registered to do business in California and be in good standing with respect to that registration.

B. Incentive Recipient.

The Incentive Recipient must be an individual or entity and, if an entity, must be classified into one of the four categories listed below and have a good standing status with respect to that registration:

1. A Corporation, Limited Liability Company (“LLC”), Limited Partnership (“LP”), General Partnership (“GP”), or Limited Liability Partnership (“LLP”), as defined by the California Secretary of State, that is based in California or has a California-based affiliate;
2. A Sole Proprietorship that is based in California or has a California-based affiliate; provided however that Sole Proprietorships should apply under the individual’s name;
3. A Non-Profit Organization that is based in California or has a California-based affiliate;
4. A multifamily housing owner or operator;
5. EV charging developers who will own and operate the installed equipment;
6. A Tribal government; or
7. A public entity that is based in California or has a California-based affiliate, except Federal, State, and City/County governments.

C. DBAs, alternative or fictitious business name, assumed name, or trade name.

Entities doing business as (“DBA”), using an alternate or fictitious business name, assumed business name, or trade name, must apply under the name of the legally registered entity, which must meet one of the five above-listed categories, be registered to do business in California, and be in good standing with respect to that registration.

D. Applicant Replacement.

The Incentive Recipient has the discretion to replace the Applicant. Replacement is effectuated by completion on that EVCP Project Change Request Form, which can be accessed on the County of San Diego Website through the document library and be submitted via email to evcp@sdcounty.ca.gov. Applicant replacement becomes effective once approved by the Program Administrator. An Applicant replaced pursuant to this provision of the EVCP Terms and Conditions will remain liable for compliance with these EVCP Terms and Conditions for acts and omissions during their tenure as an Applicant. A new Applicant must meet the requirements stated in 6.B. and agree to these EVCP Terms and Conditions at the time of replacement and agreement is a condition precedent to the replacement becoming effective.

7. Exclusion from EVCP.

The Program Administrator and the County, shall each have the separate power, acting in their separate sole and absolute discretion at any time, to exclude entities from participating in EVCP as Applicants, Incentive Recipients, Property Owners, equipment providers, contractors, or in other capacities, for any of the reasons listed below. Should an Applicant, Incentive Recipient, or Property Owner be excluded, the Application will be cancelled. Should equipment providers, contractors or other entities involved in some capacity with an Application be excluded, the Applicant will be directed to remove the excluded entity from participation. Should the Applicant fail to remove the excluded entity from participation, the Application may be cancelled by the Program Administrator and County, each acting in their sole and absolute discretion at any time. The right to exclude entities from participating in EVCP does not in any way limit any other rights and remedies the Program Administrator and County each have under EVCP.

A. Poor Performance Exclusion.

The Program Administrator and/or County may exclude certain entities from participating in EVCP, either directly or indirectly, as Applicants, Incentive Recipients, equipment providers, contractors, or other entities whose involvement might otherwise delay, obstruct, or prevent the completion of a project site. The following circumstances may result in exclusion:

1. **Noncompliance with Applicable Laws:** Entities found to be in violation of any applicable U.S. federal, California state, and local laws, ordinances, rules, codes, standards, or regulations may be excluded from participating in the program.
2. **Noncompliance with Program Requirements:** Entities that fail to meet or adhere to the requirements, guidelines, or standards established by the EVCP project, or those who engage in conduct that undermines the integrity or effectiveness of EVCP, may be excluded from participation. The use of Bots and/or other Automated Submission Processes to submit EVCP applications may also result in entity exclusion from participation in EVCP programs.
3. **Noncompliance with Separate Programs:** Entities that are 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 EVCP at the sole discretion of the Program Administrator or the County.
4. **Unreasonable Delays or Conduct:** Entities that cause unreasonable delays in project completion, exhibit conduct detrimental to the objectives of EVCP, or engage in activities that compromise the efficiency or fairness of EVCP, may be excluded from participation.

B. Litigation.

The County, has the power, acting in its sole and absolute discretion at any time, to exclude persons or entities from participating in EVCP if such person or entity is a party to any legal action that could impact the completion or operation of a Proposed Installation or disbursement of Incentives.

C. Applicant Cap.

No Incentive Recipient may receive more than thirty-five percent (35%) of the total available project funding available for any Phase of EVCP. For purposes of calculating the thirty-five percent (35%) limit, subsidiaries and other organizations associated with one another may be grouped as a single Incentive Recipient by the Program Administrator in its sole and absolute discretion. The Program Administrator shall have the power, acting in its sole and absolute discretion at any time to cancel any Application that causes an Incentive Recipient to exceed the limitations imposed by this section.

In addition, individual sites are capped at \$30,000 for Level 2 chargers (approximately 6 chargers) and \$36,000 for sites located in Equity Priority Areas. DCFC sites are capped at \$225,000 and \$255,000 for sites located in Equity Priority Areas. Combination sites (with both DCFC and L2 chargers at the same site) use the DCFC site cap.

8. Application Process.

A. Accepted Only During Application Window.

Applications will only be accepted during the Application Window. All Application information and Application documents submitted during the applicable Application Window will be deemed as final and corrections to this information will not be permitted.

B. Application Requirements.

An Application will be considered complete when Applicant submits all documents specified in the EVCP Program Guidelines and the documents have been reviewed and approved by the Program Administrator.

C. Reservation of Incentive Funds.

Incentive funding will be reserved to reimburse Eligible Costs submitted by an Applicant in connection with a Proposed Installation in accordance with the rules set out in the EVCP Program Guidelines and these EVCP Terms and Conditions.

D. Data Sharing Agreement.

The County of San Diego is partnering with university researchers to evaluate the effectiveness of this program. The goal is to understand the impact of charging station incentives on electric vehicle use in unincorporated areas.

By completing the EVCP application, you consent to sharing the information provided in the application with the County of San Diego and research partners. Your data may be linked to other information collected during the program and to external data sources, solely for research purposes. No data will be used for enforcement, citations, residency verification, or any non-research purpose. All information will be anonymized, given a unique identification number, and stored securely, kept confidential, and combined with other data so that you will not be identified in any published results. Only authorized personnel will have access to the data, and only anonymized data will be shared with the research partners. Only the County of San Diego will retain identifiable data, and this will be kept only for the duration of the study and then securely destroyed after 5 years.

By completing the application, you are also consenting to researchers contacting you to request additional information about this program.

9. Prohibited Application Processes.

A. Bots and Automated Submission Processes Prohibited.

The use of bots or any other automated processes to submit Applications is expressly prohibited. The Program Administrator, in its sole and absolute discretion, shall have the power to cancel any Application found to use prohibited processes for Application submission. This cancellation can occur at any time within sixty (60) days of the Program Administrator's discovery of the use of prohibited submission processes, regardless of the state of completion of the work at the Installation Site or the status of an Application.

B. Sharing of Login Credentials Prohibited.

Unique login credentials may be required for submitting saved Applications. The sharing of such unique login credentials among individuals, including among individual staff within the same organization or entity, for the purposes of submitting Applications is expressly prohibited. The Program Administrator, in its sole and absolute discretion, shall have the power to cancel any Application found to violate this unique login credential requirement. This cancellation can occur at any time within sixty (60) days of the Program Administrator's discovery of the use of prohibited submission processes, regardless of the state of completion of the work at the Installation Site or the status of an Application.

10. Post-Application Process.

Following the Receipt Date, continued eligibility for an Incentive Payment requires an Applicant to follow the process defined in the EVCP Program Guidelines. This process includes, but is not limited to, Milestone Stage documents submission and Final Verification Stage document submission.

11. Final Verification Phase.

To qualify for an Incentive Payment, an Applicant must, prior to the Funds Reserved Expiration Date, comply with all Final Verification Phase requirements detailed in the EVCP Program Guidelines. Failure to make the submissions required will result in cancellation of the Application and revocation of Funds Reserved Status.

12. Post Incentive Payment Obligations.

The Obligated Parties shall meet the post Incentive Payment obligations defined in the EVCP Program Guidelines, including but not limited to:

- A. Ensuring the DCFCs installed as part of the Proposed Installation remain at the same location and in compliance with the operational requirements specified in EVCP Program Guidelines for a period of six (6) years.
- B. Maintaining a six (6) year Network Service Agreement for the Proposed Installation.
- C. Remaining available for follow-up inspection during the six (6) year period by the Program Administrator or the County.
- D. Participating in voluntary ongoing research of the Program Administrator to support the goals of EVCP.
- E. Agreeing to allow the County to utilize Application data for publicly available tools.
- F. Providing six (6) years of operating data after installation, including at minimum: station serial number, date and time of session start and conclusion, kWh of electricity consumed, and charger uptime statistics (See EVCP Program Guidelines). Network providers/operators that already collect additional data identifying who initiated a session (e.g., a customer ID #, etc.) and/or the vehicle plugged in (make, model, and year) shall include such information. Data should be submitted at least every six (6) months, commencing after charger commissioning. Applicants must grant the County and university research partners the right to directly acquire session/usage data directly from their network provider/operator, and network providers/operators must commit to timely provision of the session/usage data.
- G. Meeting the Operational Requirements in Section 19.

The Program Administrator and the County shall each have the sole and absolute discretion at any time to require Incentive Recipient to return the full Incentive Payment in the event of a breach of any these obligations and the Incentive Recipient shall make such reimbursement payment within thirty (30) days of receipt of demand therefore from the Program Administrator.

If the County determines, in their sole and absolute discretion, that installed chargers require excessive additional usage fees (e.g. parking lot entrance fees), have charging costs in excess of industry norms, OR that the chargers have restricted parking lot access and are not accessible to the public in accordance with the site type definitions and rules outlined in the EVCP Program Guidelines, the County may require the Incentive Recipient to repay up to the entire incentive received to the County, and the County may deny or cancel the application prior to the site receiving its final incentive payment. Checks shall be made payable to The County of San Diego and sent, within 30 calendar days of receipt of a written request for repayment to the following address:

County of San Diego
Planning & Development Services
Sustainability Planning Division
5510 Overland Avenue, Suite 210
San Diego, CA 92123

13. Costs.

A. Eligible Costs.

Reserved funds may only be used to reimburse costs considered Eligible Costs.

B. Ineligible Costs.

Costs that are ineligible for reimbursement with an Incentive Payment within the EVCP are specified in the EVCP Program Guidelines in Section 2.2 Program Eligibility, Eligible Costs.

14. Costs Reimbursed Through Incentives Other than EVCP Incentives Ineligible-Stacking Prohibition.

A. Stacking.

A EVCP Incentive Payment can be stacked or combined with other incentives, grants, or funding to complete an Application if those incentives, grants, or funding sources also allow stacking. Applicants may use other funding sources in conjunction with EVCP incentives to cover project costs, not to exceed 100% of overall project costs. All other incentive programs must be disclosed to the EVCP.

B. Attestation and Recoupment.

An Incentive Recipient must attest it has not been reimbursed for costs over 100% of the total eligible project costs from any combination of sources.

15. Incentive Disbursement.

A. Eligible Costs Paid and Incurred; Timing.

Following completion of the document submission and other requirements for the Final Verification Stage as set out in the EVCP Program Guidelines, the Program Administrator shall set the Incentive Payment.

B. Incentive Amount Limit.

The total Incentive Payment that can be made on a single Application is limited to one hundred percent (100%) of the Eligible Costs as further reduced by Installation Site limitations, Applicant Incentive Cap limitations and other limitations defined in these EVCP Terms and Conditions and the EVCP Program Guidelines, up to the Funds Reserved Amount for the Application.

C. Assignability Prohibited and Transfer Attempts May Result In Application Cancellation.

The Incentive Payments must be made directly to the Incentive Recipient and may not be assigned or in any way transferred. Agreements or other arrangements purporting to transfer the right to receive Incentive Payments are null and void and the Program Administrator shall have power, acting in its sole and absolute discretion at any time, to revoke Reserved Funding Status

and cancel an Application where it has been discovered that an effort was made to transfer the Incentive Payment in violation of these EVCP Terms and Conditions.

D. Timing and Form of Payment; Six (6) Month Limit for Presentment.

The Program Administrator will make the Incentive Payment in accordance with the options and timing described in the EVCP Program Guidelines. Incentive Recipients shall have six (6) months from the date of the check to present the check for payment.

16. Completion Deadline for Proposed Installations; Extensions.

A. 450/270 Day Deadline.

Absent the granting of an Extension pursuant to the EVCP Extension and Cancellation Appeal Policy, Proposed Installations must be completed and Applicants must have submitted all documentation required for issuance of the Incentive Payment within 450 days for DCFC and 270 days for L2 of the Funds Reserved Date. Combination projects with both L2 and DCFC may use 450 days for completion of both charger types. The Program Administrator shall have the independent authority, acting in its sole and absolute discretion at any time, to revoke Funds Reserved Status and/or cancel an Application where the deadline is not met and no extension has been granted.

B. Deadline Extensions Generally.

The Program Administrator shall have the authority, in its sole and absolute discretion, to grant extensions for deadlines imposed by the EVCP as described in the EVCP Program Guidelines and in the EVCP Extension and Cancellation Appeal Policy.

17. Installation, Site, Equipment, Network, Network Provider, Operational Data, Record-Keeping and Research Participation, and General Requirements.

A. Compliance Required.

Compliance with the Installation, Site, Equipment Network, Network Provider, Operational, Data, Record Keeping and Research Participation, and general requirements, as all as detailed in the EVCP Program Guidelines, is required to achieve and/or preserve Reserved Funding Status and eligibility for Incentive Payment. The County shall have the sole and absolute discretion, acting at any time, to revoke Funds Reserved Status and/or cancel an Application for failure to comply with the requirements referenced in this section.

B. Equipment Changes.

Changes to equipment specified in the Application can only be made using the Equipment Change Procedure described in the EVCP Program Guidelines. To be eligible, any equipment being proposed as a change to equipment listed in the Application must adhere to the requirements of the EVCP Program Guidelines. The Program Administrator shall have the sole and absolute discretion, acting at any time, to revoke Funds Reserved Status and/or cancel an Application for failure to comply with the requirements referenced in this section.

18. General Terms & Conditions.

A. Relationship Between Program Administrator and Other Individuals and Entities.

The relationship between the Program Administrator and any individual or entity participating in EVCP is that of an independent contractor and not as an agent, employee, or representative of the Program Administrator, and all such individuals and entities Obligated Parties acknowledge that they have no authority to act for or bind the Program Administrator without its prior written consent.

B. Notice and Correspondence.

The Program Administrator has the right to contact an Obligated Party at any time in connection with an Application.

C. Assignment.

The Incentive Recipient shall not assign any of its rights, duties, or interest in whole or in part, in the Application or Proposed Installation without the express prior written consent of the Program Administrator. Any such attempted assignment shall be void ab initio and the Program Administrator shall have the right in its sole and absolute discretion at any time following discovery of an attempted assignment in violation of this section to cancel the Application and/or revoke Funds Reserved Status.

D. Change in Business.

The Obligated Parties shall each notify the Program Administrator within thirty (30) days of the occurrence of each of the following:

1. A change of address.
2. A change in the business name or ownership.
3. A sale or change in ownership of the Installation Site.
4. The existence of any litigation or other legal proceeding affecting an Application or the Proposed Installation.
5. The occurrence at the Installation Site of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
6. Receipt of notice of any claim or potential claim against Incentive Recipient, Applicant, or Property Owner, as applicable for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the rights of the Program Administrator.

The Obligated Parties shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Program Administrator. A change of business entity or name change requires an amendment assigning or otherwise transferring the obligations under EVCP, including those imposed by these EVCP Terms and Conditions and the EVCP Program Guidelines to the changed entity. The Program Administrator, in its sole and absolute discretion acting at any time, shall have the right to decline to consent to such amendment and the related transfer and to cancel the Application.

E. Nondiscrimination.

During the period commencing with the Receipt Date and ending at the end of the six (6) year period of post Incentive Payment obligations, the Obligated Parties shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family

care leave. The Obligated Parties shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment and 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 Obligated Party shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. Public Works.

1. **Generally Required by Law.** Projects that receive an award of public funds from the County often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000.

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

By accepting these EVCP Terms and Conditions, the Obligated Parties, as a material term of these EVCP Terms and Conditions, shall be fully responsible for complying with all California Public Works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of the EVCP Terms and Conditions, the Incentive Recipient must:

- a. Conduct the project as a public work and ensure that:
 - i. Prevailing Wages are paid; and
 - ii. The project budget for labor reflects these prevailing wage requirements; and
 - iii. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.
2. **Subcontractors and Flow-down Requirements.** The Obligated Parties shall ensure that its subcontractors, if any, also comply with the above requirements with respect to public works/prevailing wage. The Obligated Parties shall ensure that all agreements with their contractors/subcontractors to perform work related to any Application contain the above terms regarding payment of prevailing wages on public works projects. The Obligated Parties shall be responsible for any failure of the Obligated Parties' subcontractors to comply with California prevailing wage and public works laws.
3. **Indemnification and Breach.** Any failure of the Obligated Parties or their subcontractors to comply with the requirements in this section shall constitute a breach of the EVCP Terms and Conditions that excuses the performance of any obligation of the Program Administrator and the County. The Program Administrator and the County, each acting in their sole and absolute discretion at any time following discovery of the failure to comply with the above requirements, shall have the right to cancel the Incentive Recipient's Application(s) and the right to full indemnification for any liability the Program Administrator and/or County may incur due to the breach. By agreeing to these EVCP Terms and Conditions, the Obligated Parties agree to indemnify and hold harmless the Program Administrator and the County for any and all financial consequences arising out of or resulting from the failure of the Obligated Parties to comply with this section and the prevailing wage law.
4. **Self-Certification.** The Obligated Parties must provide a self-certification statement indicating all covered trades met prevailing wage requirements. For detailed information about prevailing wage, the Obligated Parties may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

5. **Certification.** As part of the Final Verification Phase, the Obligated Parties, and all contractors of the Obligated Parties, shall complete and sign a Prevailing Wage Form certifying to the Program Administrator and/or the County that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Incentive Recipient and all contractors and Incentive Recipients otherwise complied with all California prevailing wage laws. Prior to the release of any retained funds under these EVCP Terms and Conditions, the Incentive Recipient shall submit to the County the above-described certificate signed by the Incentive Recipient and all contractors and Incentive Recipients performing public works activities on the project. Absent such certificate, the Incentive Recipient shall have no right to any funds under this Agreement, and the County shall be relieved of any obligation to pay said funds.

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

The Program Administrator and the County reserve the right to audit with respect to each Application, at any time after Funds Reserved Date and prior to the end of the six (6) year post Incentive Payment obligation period specified in this section, the Incentive Recipient's claimed Eligible Costs and compliance with obligations imposed by Section 12 (Post Incentive Payment Obligations). The Obligated Parties agree to fully cooperate with any audit conducted by the Program Administrator (or designated representative), the County, or their designated representative and the Obligated Parties shall not withhold any information requested or restrict the performance or timing of the audit process. The Obligated Parties will provide a copy of any independent audit reports commissioned by the Obligated Parties and any resulting comments and correspondence to the Program Administrator thirty (30) days of issuance of audit report.

Should the audit commenced by the Program Administrator or the County result in a finding that costs claimed as Eligible Costs were Ineligible or that ongoing compliance with the Section 12 (Post Incentive Payment Obligations) has not been maintained, the Obligated Parties shall be liable for the cost of the audit in addition to repaying any incentive funds erroneously received. The County shall have the right to collect such costs directly from the Obligated Parties or, alternatively, collect by offset from Incentive Payments that would otherwise be made to Incentive Recipient. The Program Administrator shall have the right to recoupment as detailed in these EVCP Terms and Conditions for any Ineligible Costs or noncompliance with post Incentive Payment obligations revealed by the audit. The number of audits initiated by the County per Application shall be limited to two (2) prior to Incentive Payment and two (2) between Incentive Payment and the end of the post Incentive Payment obligation period.

H. Site Visits.

Authorized representatives and/or designees of the Program Administrator or the County have the right to make site visits at reasonable times during normal business hours and with reasonable prior notice to review Installation Sites and management control systems. The Obligated Parties must ensure and require its lower-tier companies provide reasonable access to facilities and assistance for the safety and convenience of the visitors in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the operations at the Installation Site.

I. Retention of Records.

The Incentive Recipient shall retain all project records (including financial records, equipment and other personal property receipts, progress reports, payment requests, usage records and usage reports) for a minimum of ten (10) years after the final payment has been received.

J. Indemnification.

The Incentive Recipient shall indemnify, defend and hold harmless the County, its officers, agents, and employees; and the Program Administrator, its Board of Directors, agents, other subcontractors, and employees against any and all liability, claims, demands, damages, losses, and costs accruing or resulting to the Obligated Parties, their subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the obligations imposed by these EVCP Terms and Conditions, including the EVCP Program Guidelines and other documents incorporated herein, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Obligated Parties in the performance of this agreement. Excluded from this paragraph are only those injuries to (or deaths of) persons and damage to or destruction or loss of property arising from the gross negligence or willful misconduct of the Program Administrator, its employees or representatives.

K. Joint and Several Liability; Recoupment.

These EVCP Terms and Conditions and the EVCP Program Guidelines make the Obligated Parties jointly and severally financially responsible for both the repayment of any Incentive Payments subject to recoupment under these EVCP Terms and Conditions and the EVCP Program Guidelines.

1. **Noncompliance with EVCP Terms and Condition or EVCP Program Guidelines.** The Obligated Parties shall each be separately and independently obligated to return Incentive Payments made in the event that it is determined by the Program Administrator or the County that such payments were made in violation of eligibility rules in these EVCP Terms and Conditions or the EVCP Program Guidelines or where the Application is cancelled or removed from Funds Reserved Status for any reason or where the Proposed Installation at any time violates the EVCP rules articulated in these EVCP Terms and Conditions, including noncompliance with operational or network requirements articulated in the EVCP Program Guidelines. In addition to repayment of Incentive Payments, the Program Administrator and the County shall be entitled to obtain costs of collection.
2. **Noncompliance with Operational Requirements.** If an Incentive Recipient is found to not comply with the operational or network requirements set out in these EVCP Terms and Conditions, the Incentive Recipient will be notified of noncompliance by the County. The Incentive Recipient will be required to repay up to the amount of the Incentive Payment it received to the County, within sixty (60) calendar days of receiving a notification of noncompliance, according to the following payment provision. If deemed noncompliant, the Program Administrator will work in conjunction with the County to recoup any incentive funds from the Incentive Recipient.

L. Stop Work.

The Program Administrator may, stop any or all activities associated with any Application or the EVCP in general. The Program Administrator will provide the Obligated Parties with written notice outlining the particulars of the suspension. After receiving a suspension notice, the Obligated Parties must comply with the notice and will cease the performance of the activities relating to the Applications specified in the Stop Work notice. The Obligated Parties will not resume performance of the activities until so authorized in writing by the Program Administrator. Any delay faced as a result of a stop work order shall not serve as a basis for extending the deadline.

M. Governing Law.

These EVCP Terms and Conditions and all incorporated and related documents, including the EVCP Program Guidelines and all matters arising out of or relating to the EVCP, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to this Project shall be instituted in the courts of the State of California in each case located in the County of San Diego, and each party expressly and irrevocably submits to the personal and exclusive jurisdiction of such courts in any such suit, action, or proceeding.

N. Program Administrator Determination.

The Obligated Parties understand and acknowledge that the Program Administrator is the third party contracted implementor for EVCP on behalf of the County. If the only basis for an Obligated Party's objection to the Program Administrator's decision is a disagreement with the policies set forth in these EVCP Terms and Conditions and/or the EVCP Program Guidelines, or the application thereof, the Program Administrator's original decision will be final and unappealable, and there shall be no right to appeal of any kind, administrative, judicial, arbitration, mediation or otherwise. within twenty (20) days of notice of exclusion or cancellation

O. Notices.

All notices, requests, demands and other communications required or permitted hereunder in connection with the Dispute Resolution Process, must be made in writing and may be delivered: (a) 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; or (b) by electronic mail to legal@Rinconconsultants.com if to the Program Administrator, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one (1) day after transmission. All notices must be sent to the address below:

If to Program Administrator:

Rincon Consultants Inc.
8825 Aero Drive, Suite 120
San Diego, CA 92123
Phone: 760-918-9444

If to County:

County of San Diego
Planning & Development Services
Sustainability Planning Division
5510 Overland Avenue, Suite 210
San Diego, CA 92123

P. Taxes.

The Obligated Parties hereby acknowledge and agree to be solely responsible for the payment of any and all local, state, and federal income taxes, and any other applicable taxes, duties, or levies, that may arise in connection with their respective involvement with the EVCP and any Application. It is the sole responsibility of the Obligated Parties to seek professional advice and determine any tax consequences of participation in the EVCP.

Q. Statutory Compliance.

The Obligated Parties shall comply with all applicable federal, state and local laws, regulations, statutes, and policies applicable to participation in the EVCP.

R. Severability.

If any provision of these EVCP Terms and Conditions, including all documents incorporated by reference, is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from these EVCP Terms and Conditions to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

S. Entire Agreement.

These EVCP Terms and Conditions, including the EVCP Program Guidelines and all other documents incorporated by reference, represents the entire Agreement between the Program Administrator and the Obligated Parties pertaining to the subject matter herein, and shall supersede all prior oral and/or written agreements, communications, negotiations, and discussions between the Obligated Parties.

T. Amendment, Waiver, Discharge.

Waiver by the Program Administrator or the County with respect to breach of these EVCP Terms and Conditions shall not be considered or treated as a waiver of the rights of either the Program Administrator or the County with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Program Administrator or the County in writing.

The failure of the Program Administrator or the County to enforce at any time any of the provisions of these EVCP Terms and Conditions shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of these EVCP Terms and Conditions or any part thereof or the right of the Program Administrator and/or the County thereafter to enforce each such provision.

U. Equal Employment Opportunity.

The Obligated Parties 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. Such Obligated Parties shall take affirmative actions to ensure that 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 not be 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.

V. Declarations.

Please review each statement below. By clicking Accept in the Application, in addition to the agreements summarized in the statement adjacent to the checkbox in the Application, you are acknowledging that you have read, understand, and agree that the following statements are truthful and binding on you and the Obligated Parties (as defined in Section 1 below).

1. I am either the Applicant, the Incentive Recipient, or the Property Owner (collectively, the "Obligated Parties"), and I have express authority to act on behalf of all the Obligated Parties to press the Accept and Continue button in the Application form, signifying that all the Obligated Parties have read and agree to be bound by the EVCP Terms and Conditions, including all documents incorporated therein, which include but are not limited to the Site Verification Form, EVCP Program Guidelines and the EVCP Extension and Cancellation Appeal Policy.

2. The Obligated Parties will ensure all contractors working to complete any Proposed Installation will pay Prevailing Wage in compliance with California Prevailing Wage law. The Obligated Parties shall certify prevailing wages were paid to eligible workers who provided labor for work covered by the Incentive Payment and that the Incentive Recipient and all contractors and Incentive Recipients otherwise complied with all California prevailing wage laws.
3. The Obligated Parties will ensure that the construction and installation of the Proposed Installation in the Application adhere to the EVITP certification requirements as mandated by California Public Utilities Code Section 740.20. The Obligated Parties choose to voluntarily submit any personally identifying information contained within the Application for the purposes of processing the Application and enforcing the requirements imposed by these EVCP Terms and Conditions, including all documents incorporated therein, which include but are not limited to the Site Verification Form, the EVCP Program Guidelines and the EVCP Extension and the EVCP Extension and Cancellation Appeal Policy.
4. The Obligated Parties expressly consent to allow the EVCP, which is funded by the County and implemented by the Program Administrator, to share any personally identifiable information contained within the Application or collected as part of EVCP, including but not limited to the signed Application, contact information, site address, charger utilization data from the Installation Site, and supporting documents with any individuals or entities engaged in connection with the Application, and with other organizations and agencies providing similar or related incentives in California, and consent to allow individuals or entities engaged in connection with the Application and other organizations or agencies to confirm to the Program Administrator the status of the Proposed Installation and that the information in the Application is accurate.
5. The Obligated Parties agree to permit other organizations or agencies involved with EVCP and/or any Application to contact them directly regarding any Application.

19. Operational Requirements

After the Proposed Installation is completed, its operation must adhere to the following requirements:

A. Operational Requirements.

The Incentive Recipient agrees to ensure that each charger in a Proposed Installation is “up” at least 97% of a site’s standard hours of operation and that the chargers shall remain in service at the Installation Address for a minimum of seventy two (72) months.

The Proposed Installation is “up” when its hardware and software are both online and available for use, or in use, and the charging connector successfully dispenses electricity as expected.

The Proposed Installation’s Uptime will be calculated by the Program, as follows, on an annual basis:

$$\text{Uptime} = ((\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}) / (\text{Total Standard Hours of Operation})) * 100\%$$

Downtime is defined as any 15-minute interval within the standard hours of operation in which a charger is not operational.

“Not operational” is defined as a 15-minute interval in which the charge point’s response to the central system’s request for notification of operative status indicates that the connector or charge point is in an inoperative state.

For example, in OCPP 1.6 15-minute intervals when StatusNotification.req protocol data unit Status Field = ‘Unavailable’ or ‘Faulted’ OR errorCode Field = ‘ConnectorLockFailure’, ‘GroundFailure’, ‘HighTemperature’, ‘InternalError’, ‘OverCurrentFailure’, ‘OverVoltage’,

'PowerMeterFailure', 'PowerSwitchFailure', 'ReaderFailure', 'ResetFailure', or 'UnderVoltage' are "downtime."

Excluded downtime is defined as a period of downtime, within the standard hours of operation, caused by any of the following:

1. Electric Grid Power Loss: Power supplied by the electric utility for a site is not supplied at levels required to for minimum function of the Proposed Installation. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs.
2. Accident, Vandalism or Theft: Physical damage to the Proposed Installation for events such as vehicle collision with a charger, theft of charging cables, damage to connectors from mishandling, and damage to screens. Excluded downtime is limited to a maximum of 5 days for each event.
3. Telecommunication Network Outages: Loss of communication between a charger and a central system due to cellular or internet service provider system outages that are beyond the control of the Incentive Recipient. Downtimes caused by cellular communication chips that are no longer compatible with existing cellular networks do not count as excluded downtime.
4. Planned Outage for Maintenance or Upgrade: Any planned maintenance.
5. Extraordinary Events: Unforeseeable events that would have been impossible to plan for using commercially reasonable methods

B. Charging Data Requirements.

The County and/or Program Administrator may request a summary of charger uptime at any point during the six (6) year performance period for review.

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County of San Diego Electric Vehicle Charger Program

EVCP Terms and Conditions

prepared by

County of San Diego
Sustainability Planning Division
5510 Overland Avenue, Suite 210
San Diego, California 92123

prepared with the assistance of

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