

**AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND
[DEALERSHIP]**

This Agreement is entered into this [day] day of [month], 2021, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and [DEALERSHIP], hereinafter called "Participant Dealership."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent Participant Dealerships for the furnishing of services to or for PCEA; and

Whereas, it is necessary and desirable that Participant Dealership be retained for the purpose of Used Electric Vehicle Incentive administration.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Participant Dealership Services
Exhibit B—Payments
Exhibit C—PCE Services

2. Services to be performed by Participant Dealership

In consideration of the payments set forth in this Agreement and in Exhibit B, Participant Dealership shall perform services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Participant Dealership in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Participant Dealership based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. The Used Electric Vehicle Incentive program has a total budget of \$1,200,000 over three years, a portion of which is intended to be utilized across several dealerships, including, but not limited to the signatory to this agreement. Dealerships will receive incentive funds based on the number of vehicles sold in accordance to the terms of this Agreement, outlined below. While the volume of vehicles sold will naturally vary among dealerships, the total sum of rebates issued to this Participant Dealership and others by PCEA shall not exceed the total incentive budget of \$1,200,000. Incentives shall be

awarded at the sole discretion of PCEA until exhausted. In no event shall PCEA's total rebate incentive reimbursement obligation to Participant Dealership under this Agreement exceed ninety-five thousand dollars (\$95,000). Participant Dealership understands and acknowledges that PCEA has sole discretion to review reimbursement applications, determine program eligibility, award, and distribute Used Electric Vehicle Incentive program funds.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **MONTH DAY, 2021**, through June 30, 2024.

5. Termination; Availability of Funds

This Agreement may be terminated by Participant Dealership or by the Chief Executive Officer of the PCEA or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Participant Dealership shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to Participant Dealership as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

6. Intellectual Property and Ownership of Work Product

PCEA shall and does own all titles, rights, and interests in all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations therefore, and all forms of intellectual property ("Work Products") created by Participant Dealership and any subcontractors under this Agreement. Participant Dealership hereby assigns all titles, rights, and interests in all Work Products to PCEA. At the end of this Agreement, or in the event of termination, all Work Products shall be promptly delivered to PCEA. Participant Dealership may not sell, transfer, or permit the use of any Work Products without the express written consent of PCEA. Participant Dealership shall not dispute, directly or indirectly, PCEA's exclusive right and title to the Work Products, nor the validity of the intellectual property embodied therein.

Participant Dealership may (1) retain its rights to and ownership of pre-existing or open-source materials and/or (2) retain one copy of Work Products for archival use, but in either instance must notify PCEA and identify any such materials in writing prior to the commencement of work under this Agreement.

7. Relationship of Parties

Participant Dealership agrees and understands that the work/services performed under this Agreement are performed as an independent Participant Dealership and not as an employee of PCEA and that neither Participant Dealership nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

8. Hold Harmless

a. General Hold Harmless

Participant Dealership shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Participant Dealership under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Participant Dealership or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Participant Dealership's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Participant Dealership's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Participant Dealership to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Participant Dealership shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Participant Dealership under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA's prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Participant Dealership bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Participant Dealership's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. W-9 Form

Participant Dealership shall submit a completed W-9 form electronically to the PCEA's project contact's email address. Participant Dealership understands that no reimbursement will be paid by PCEA unless and until a W-9 Form is received by PCEA.

12. Insurance

a. General Requirements

Participant Dealership shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Participant Dealership shall use diligence to obtain such insurance and to obtain such approval. Participant Dealership shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Participant Dealership's coverage to include the contractual liability assumed by Participant Dealership pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Participant Dealership shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Participant Dealership certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Participant Dealership shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Participant Dealership and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Participant Dealership's operations under this Agreement, whether such operations be by Participant Dealership, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be

combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Yes	Comprehensive General Liability (Applies to all agreements)	\$1,000,000
No	Motor Vehicle Liability Insurance	\$1,000,000
No	Professional Liability Insurance	\$1,000,000

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

13. Compliance With Laws

All services to be performed by Participant Dealership pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Participant Dealership will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Participant Dealership shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Participant Dealership's equal employment policies shall be made available to PCEA upon request.

c. Section 504 of the Rehabilitation Act of 1973

Participant Dealership shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to Participant Dealerships who are providing services to members of the public under this Agreement.

d. Employee Benefits

With respect to the provision of benefits to its employees, Participant Dealership shall ensure that employee benefits provided to employees with domestic partners are the same as those provided to employees with spouses.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Participant Dealership and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime s and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Participant Dealership must check one of the two following options, and by executing this Agreement, Participant Dealership certifies that the option selected is accurate:

No finding of discrimination has been issued in the past 365 days against Participant Dealership by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

___ Finding(s) of discrimination have been issued against Participant Dealership within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Participant Dealership shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Participant Dealership shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 13, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Participant Dealership that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Participant Dealership to penalties, to be determined by the Chief Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Participant Dealership from being considered for or being awarded a PCEA contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

To effectuate the provisions of this Section, the Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Participant Dealership under this Agreement or any other agreement between Participant Dealership and PCEA.

15. Retention of Records; Right to Monitor and Audit

(a) Participant Dealership shall maintain all required records relating to services provided under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Participant Dealership shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Participant Dealership shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Participant Dealership agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's

authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Jan Pepper, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-260-0100
Email: jpepper@peninsulacleanenergy.com

In the case of Participant Dealership, to:

Name/Title:
Address:

Telephone:
Email:

19. Electronic Signature

PCEA and Participant Dealership wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. No Recourse Against PCEA's Member Agencies

Participant Dealership acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Participant Dealership waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY

By: _____
Chief Executive Officer, Peninsula Clean Energy Authority

Date: _____

[PARTICIPANT DEALERSHIP NAME]

Participant Dealership's Signature

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Participant Dealership shall provide the following services:

1 Program Description

Peninsula Clean Energy's Used Electric Vehicle (EV) Incentive Program provides incentives up to \$4,000 to San Mateo County residents and, starting in 2022, city of Los Banos residents, hereon referred to as "customers."

Peninsula Clean Energy (PCE) partners with dealerships to offer the incentive at point-of-sale to approved customers. Customers are required to apply and be approved for the program prior to purchasing a vehicle. Approved customers are encouraged to complete their purchase at a partner dealership where the dealership will provide the PCE incentive at point-of-sale for an eligible vehicle. This contract outlines the responsibilities and conditions of the dealership in administering the incentives.

1.1 Incentive Levels

PCE will offer base incentives to any approved customer and increased incentives to income-qualifying customers (those making at or below 400% of the federal poverty level (FPL)). Income-qualifying customers may also be eligible to receive incentives from other EV incentive programs: the Clean Cars for All program (CCFA), Driving Clean Assistance Program (DCAP), and Clean Vehicle Assistance Program (CVAP). The PCE incentive that income-qualifying customers are eligible for will vary based on whether the customer is combining the PCE incentive with one of these EV incentive programs. Participant Dealerships will know if a customer is receiving an incentive from one of the other programs because such programs are also point-of-sale incentives and require customers to be approved prior to purchase and dealerships to be pre-approved by the program. PCE may change the incentive levels described below at its sole discretion and will inform Participant Dealership if criteria are changed.

Incentive/Participant Type	Battery electric vehicle (BEV)	Plug-in hybrid electric vehicle (PHEV)
<ul style="list-style-type: none">• Base incentive for all• No income eligibility requirements	\$1,000	\$700
<ul style="list-style-type: none">• Increased incentive, income at or below 400% FPL• PCE incentive if combined with another EV incentive program	\$2,000	\$1,700
<ul style="list-style-type: none">• Increased incentive, income at or below 400% FPL• PCE incentive if <u>not</u> combined with another EV incentive program	\$4,000	\$3,700

1.2 Customer Eligibility

PCE is responsible for verifying customer eligibility. Dealerships will not be conducting any type of income or other eligibility reviews. Approved customers will receive an approval letter and unique reservation ID, which the Participant Dealership will verify at the time of purchase through the online portal as outlined in Section 3.1. The following eligibility criteria will apply. PCE may change these criteria at its sole discretion and will inform Participant Dealership if these criteria are changed.

- San Mateo County resident (or city of Los Banos starting in April 2022)
- Limited to one per household
- Income eligibility criteria
 - Base incentive: none
 - Increased incentive: income at or below 400% FPL

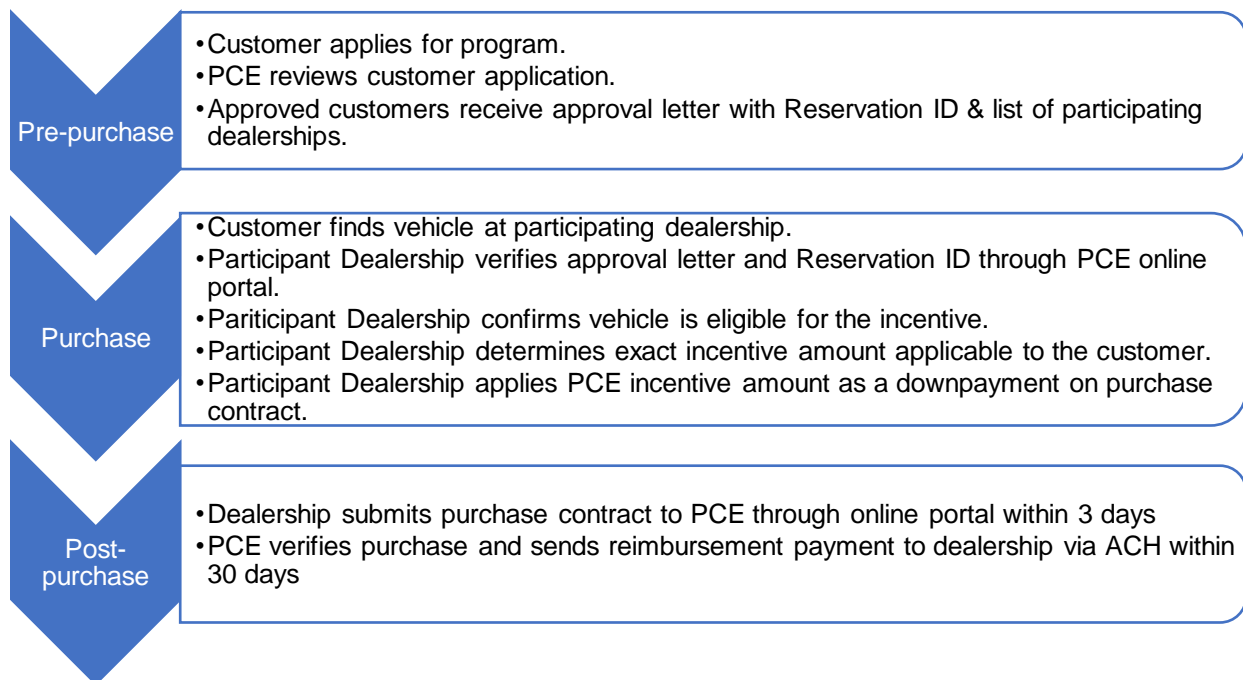
1.3 Vehicle Eligibility

Vehicles must meet the criteria below to qualify for an incentive. Participant Dealership is responsible for verifying that the vehicle purchased complies with the eligibility criteria before providing the PCE incentive to the approved customer. PCE will not reimburse Participant Dealership for vehicles that do not meet the vehicle eligibility requirements. PCE may change these criteria at its sole discretion and will inform Participant Dealership if these criteria are changed. If PCE changes its criteria, Participant Dealership will be notified of the changes ahead of time and the date in which the changes will take effect. To be eligible, a vehicle must be:

- A plug-in hybrid electric vehicle or battery electric vehicle
- Used as indicated in the purchase contract
- 8 model years old or newer (e.g., for 2021 = 2014 or newer)
- Plug-in hybrid electric vehicles must have a minimum EPA rated electric range of 25 miles
- Selling price of the vehicle before incentives cannot exceed \$25,000 (as indicated in Line 1-A in the purchase contract)
- Purchased within 60 days of the date the Participant approval letter was issued

1.4 Program Process

The below process chart provides an overview of the program process. More details on the purchase and post-purchase procedures and Participant Dealership responsibilities are described in Section 3.



Participant Dealership Tasks

2 Administrative Tasks

2.1 Program Training

Participant Dealership shall attend an online training with PCE to be trained on program requirements, policies, and procedures including how to navigate the PCE online portal. Access to the PCE online portal will be provided to Participant Dealership at the time of contract execution.

2.2 Program Meetings

Participant Dealership shall participate in occasional program review meetings with PCE to review progress and potential improvements. Participant Dealerships are encouraged to provide qualitative feedback and suggestions to PCE to help improve the program.

3 Incentive Administration Responsibilities

3.1 Reservation ID Verification

Participant Dealership shall confirm that a customer that is intending to purchase a vehicle with PCE incentive has been approved by PCE through the following verification procedures:

- 3.1.1 Customer will provide Participant Dealership with an approval letter including a unique Reservation ID that has been provided to the Customer by PCE.
- 3.1.2 Participant Dealership shall verify that this Reservation ID is authentic through the PCE online portal. Participant Dealership will be able to search for the approved customer's record by the Reservation ID in the online portal. The Participant Dealership must verify that the customer's name and Reservation ID on the approval letter match what is indicated in the online portal.
- 3.1.3 Participant Dealership shall not provide an incentive to customers without a Reservation ID or if the customer's name and Reservation ID in a Customer's approval letter do not match the record in the online portal.

3.2 Vehicle Eligibility Verification

After confirming the approved customer and Reservation ID, Participant Dealership shall confirm that the customer has chosen a qualified vehicle to purchase, according to the vehicle eligibility criteria outlined in Section 1.3. If PCE changes its vehicle eligibility criteria, Participant Dealership will be notified of the changes ahead of time and the date in which the changes will take effect. PCE will not reimburse Participant Dealership for vehicles that do not meet the vehicle eligibility requirements.

3.3 Incentive Amount Verification

As stated in Section 1.1, the customer incentive amounts vary according to customer type (base incentive or income-qualified for increased incentive), vehicle type (BEV or PHEV), and, for income-qualified customers, whether they are combining the PCE incentive with another EV incentive program (CCFA, DCAP, or CVAP) at point-of-sale through the Participant Dealership. The approval letter for customers will state the incentive levels the customer is approved for, however the exact amount to be provided shall be determined by the Participant Dealership based on the following procedures:

- 3.3.1 For all customers, verify that the approved incentive amounts in the approval letter match what is stated for that customer in the online portal.
- 3.3.2 For customers approved for the base incentive, two possible incentive levels will be stated: one for PHEV (\$700) and one for BEV (\$1,000). Participant Dealership shall provide the appropriate incentive based on what type of vehicle the customer purchases.
- 3.3.3 For customers approved for the increased incentive and that, as verified by PCE, will be combining the PCE incentive with another EV incentive program, two possible incentive levels will be stated: one for PHEV (\$1,700) and one for BEV

(\$2,000). Participant Dealership shall provide the appropriate incentive based on what type of vehicle the customer purchases.

- 3.3.4 For customers approved for the increased incentive and that will not be combining the PCE incentive with another EV incentive program, two possible incentive levels will be stated: one for PHEV (\$3,700) and one for BEV (\$4,000). **However, if Participant Dealership discovers that the customer is receiving an EV incentive from another program, Participant Dealership shall provide the appropriate incentive of \$1,700 for PHEV or \$2,000 for BEV, pursuant to Section 1.1.** Participant Dealership will know if another incentive is being provided because Participant Dealership will need to be an approved dealership for the other program and customer would have an approval letter from the other program also be to be applied at point-of-sale.
- 3.3.5 Participant Dealership shall only be entitled to reimbursement payment(s) for the authorized incentive level pursuant to Section 1.1. In no event shall PCE be required to reimburse Participant Dealership for erroneously issued incentives that are inconsistent with Section 1.1.

3.4 Purchase Procedures

Once the Participant Dealership has verified the customer Reservation ID, that the vehicle meets the eligibility guidelines, and what the appropriate incentive amount is, Participant Dealership shall provide PCE's incentive to the customer as a down payment at the time of sale by according to the following procedures:

- 3.4.1 The PCE incentive shall be noted separately from other down payments or incentives in the purchase contract. If the customer is not receiving incentives from any other programs, PCE's incentive shall be noted in line F ("Other") of the purchase contract. If customer is receiving an incentive from another EV incentive program at point-of-sale and those programs require their incentive to be noted in line F, Participant Dealership shall note the PCE incentive in either line D ("Deferred Downpayment Payable to Seller") or line G ("Cash, Cash Equivalent, Check, Credit Card, or Debit Card") of the purchase contract. In any case, the PCE incentive should be noted separately and Participant Dealership shall write the letters "PCE" next to the line in which it was noted in.
- 3.4.2 If customer is financing the remaining cost of the vehicle through Partner Dealership, the PCE incentive shall be utilized first to minimize the remaining amount to be financed by the customer.
- 3.4.3 Only one vehicle shall be purchased per Reservation ID.
- 3.4.4 Participant Dealership shall provide any additional marketing collateral to customer at time of purchase, as necessary, to be provided by PCE, and indicate to the customer that the incentive is from PCE.

3.5 Post-Purchase Procedures

Once the purchase is complete, the Participant Dealership shall:

- 3.5.1 Upload a complete fully executed (i.e. signed by both parties) copy of the purchase contract and fill in the purchase details, including but not limited to vehicle make, model, year, purchase price, and incentive provided, in the appropriate fields in the PCE online portal within 3 business days from the date of purchase.
- 3.5.2 Once all the fields have been filled in and the purchase contract has been uploaded, online portal will indicate that the transaction has been submitted to PCE for final review. PCE's program administrator shall approve transaction within 7 business days, and payment shall be received by the Participant Dealership within 30 days of the time of transaction approval.

Exhibit B

In consideration of the services provided by Participant Dealership described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Participant Dealership based on the following fee schedule and terms:

1. Participant Dealership shall only be entitled to reimbursement payment(s) for the authorized incentive level pursuant to Section 1.1 of this Agreement. In no event shall PCE be required to reimburse Participant Dealership for erroneously issued incentives that are inconsistent with Section 1.1.
2. Reimbursement requests will be verified within 7 business days from the time of submittal and paid to the Participant Dealership within 30 days of the date of verification. Any overpayments by PCE shall be promptly reimbursed by the Participant Dealership.
3. Reimbursement payments will be sent to Participant Dealership via ACH on an individual per transaction basis.

Exhibit C

In consideration of the services provided by Participant Dealership described in Exhibit A and subject to the terms of the Agreement, PCEA shall:

1 Outreach

- 1.1 Provide a webpage on the PCE website that lists the Participant Dealership as a participant in the program and lists out the contact information. This page will include the following information for the Participant Dealership (where available):
 - Name of dealership
 - Main point of contact name
 - Phone
 - Email
 - Web address
 - Physical address
- 1.2 Publicize the Used EV Incentive Program in San Mateo County, including the development of print and digital marketing collateral, social media ads, inclusion in PCE's newsletter, and mail and/or email campaigns to customers.
- 1.3 Develop any print materials to be provided to the customer by the Participant Dealership at the time of purchase.

2 Funds and Incentives

- 2.1 Commit incentive funds to support used electric vehicle purchases, up to \$4,000 per vehicle, for qualifying vehicles to qualifying customers, up to \$95,000 per participant dealership for the program period.