

AGREEMENT FOR SERVICES OF INDEPENDENT CONSULTANT

THIS AGREEMENT (hereafter Agreement) is made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter “SBCAG”) and DKS Associates having its principal place of business at 8950 Cal Center Drive, Suite 340, Sacramento, CA 95826 (hereafter CONSULTANT), wherein CONSULTANT agrees to provide and SBCAG agrees to accept the services specified herein.

WHEREAS, CONSULTANT represents that it is specially trained, skilled, experienced, and competent to perform the special services required by SBCAG and SBCAG desires to retain the services of CONSULTANT pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVES. Sarkes Khachek, SBCAG Director of Programming at phone number 805-961-8913 is the representative of SBCAG and will administer this Agreement for and on behalf of SBCAG. Jim Damkowitch, Managing Director at phone number 916-889-7201, is the authorized representative for CONSULTANT. Changes in designated representatives shall be made only after advance notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To SBCAG: Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B Santa Barbara, CA 93110
Attention: Marjie Kirn, Executive Director

To CONSULTANT: DKS Associates
8950 Cal Center Drive, Suite 340
Sacramento, CA 95826
Attention: Jim Damkowitch, Managing Director

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES. CONSULTANT agrees to provide services to SBCAG in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. TERM. CONSULTANT shall commence performance on **December 16, 2021** and it is expected that this project be completed prior to **May 31, 2023**. Under no circumstance shall work continue beyond **June 30, 2024** unless otherwise directed by SBCAG or unless earlier terminated.

5. COMPENSATION OF CONSULTANT. In full consideration for CONSULTANT’s services, CONSULTANT shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by SBCAG and which is delivered to the address given in Section 2, NOTICES, above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit

B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR. It is mutually understood and agreed that CONSULTANT, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to SBCAG and not as an officer, agent, servant, employee, joint venturer, partner, or associate of SBCAG. Furthermore, SBCAG shall have no right to control, supervise, or direct the manner or method by which CONSULTANT shall perform its work and function. However, SBCAG shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT understands and acknowledges that it shall not be entitled to any of the benefits of a SBCAG employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONSULTANT shall be solely responsible and save SBCAG harmless from all matters relating to payment of CONSULTANT's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to the SBCAG or to this Agreement.

7. STANDARD OF PERFORMANCE. CONSULTANT represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONSULTANT shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to SBCAG pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CONSULTANT shall correct or revise any errors or omissions at SBCAG's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONSULTANT without additional compensation.

8. DEBARMENT AND SUSPENSION. CONSULTANT certifies to SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CONSULTANT certifies that it shall not contract with a subconsultant that is so debarred or suspended.

9. TAXES. CONSULTANT shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. SBCAG shall not be responsible for paying any taxes on CONSULTANT's behalf and, should SBCAG be required to do so by State, federal, or local taxing agencies, CONSULTANT agrees to promptly reimburse SBCAG for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. CONSULTANT shall provide its social security number or tax identification number to SBCAG, which SBCAG shall keep on file at its offices.

10. CONFLICT OF INTEREST. CONSULTANT covenants that CONSULTANT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONSULTANT. CONSULTANT must promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed by CONSULTANT if SBCAG

determines it to be immaterial, and such waiver is only effective if provided by SBCAG to CONSULTANT in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY. SBCAG shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONSULTANT shall not release any of such items to other parties, except after prior written approval of SBCAG.

Unless otherwise specified in Exhibit A, CONSULTANT hereby assigns to SBCAG all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONSULTANT pursuant to this Agreement (collectively referred to herein as “Copyrightable Works and Inventions”).

SBCAG shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions reports, data, documents or other materials prepared under this Agreement. CONSULTANT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONSULTANT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONSULTANT at its own expense shall defend, indemnify, and hold harmless SBCAG against any claim that any Copyrightable Works or Inventions or other items provided by CONSULTANT hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONSULTANT shall pay any damages, costs, settlement amounts, and fees (including attorneys’ fees) that may be incurred by SBCAG in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

12. NO PUBLICITY OR ENDORSEMENT. CONSULTANT shall not use SBCAG’s name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. CONSULTANT shall not use SBCAG’s name or logo in any manner that would give the appearance that the SBCAG is endorsing CONSULTANT. CONSULTANT shall not in any way contract on behalf of or in the name of SBCAG’s. CONSULTANT shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the SBCAG or its projects without obtaining the prior written approval of SBCAG.

13. SBCAG PROPERTY AND INFORMATION. All of SBCAG’s property, documents, and information provided for CONSULTANT’s use in connection with the services shall remain SBCAG’s property, and CONSULTANT shall return any such items whenever requested by SBCAG and whenever required according to the Termination section of this Agreement. CONSULTANT may use such items only in connection with providing the services. CONSULTANT shall not disseminate any SBCAG property, documents, or information without SBCAG prior written consent.

14. RECORDS, AUDIT, AND REVIEW. CONSULTANT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT’s profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during

CONSULTANT's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONSULTANT shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONSULTANT shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONSULTANT shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, CONSULTANT shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

15. INDEMNIFICATION AND INSURANCE. CONSULTANT agrees to defend, indemnify and hold harmless the SBCAG and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. Solicitations for subconsultants, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access

to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.

17. NON-EXCLUSIVE AGREEMENT. CONSULTANT understands that this is not an exclusive agreement and that SBCAG shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONSULTANT as the SBCAG desires.

18. NON-ASSIGNMENT. CONSULTANT shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of SBCAG and any attempt to so assign or so subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. CONSULTANT is authorized to subcontract with Stantec and Mariposa Partners.

19. TERMINATION.

- A. **By SBCAG.** SBCAG may, by written notice to CONSULTANT, terminate this Agreement in whole or in part, whether for SBCAG's convenience, for non-appropriation of funds, or because of the failure of CONSULTANT to fulfill the obligations herein.
1. **For Convenience.** SBCAG may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONSULTANT shall, as directed by SBCAG, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on SBCAG from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then SBCAG will notify CONSULTANT of such occurrence and SBCAG may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, SBCAG shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, SBCAG may, at SBCAG's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONSULTANT shall immediately discontinue all services

affected (unless the notice directs otherwise) and notify SBCAG as to the status of its performance. The date of termination shall be the date the notice is received by CONSULTANT, unless the notice directs otherwise.

- B. **By CONSULTANT.** Except where SBCAG withholds payment pursuant to other terms of this Agreement, should SBCAG fail to pay CONSULTANT all or any part of the payment set forth in Exhibit B, CONSULTANT may, at CONSULTANT's option, terminate this agreement, if such failure is not remedied by SBCAG within thirty (30) days of written notice to SBCAG of such late payment.
- C. **Upon termination,** CONSULTANT shall deliver to SBCAG all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONSULTANT in performing this Agreement, whether completed or in process, except such items as SBCAG may, by written permission, permit CONSULTANT to retain. Notwithstanding any other payment provision of this Agreement, SBCAG shall pay CONSULTANT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONSULTANT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONSULTANT shall furnish to SBCAG such financial information as in the judgment of SBCAG is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of SBCAG shall be final. The foregoing is cumulative and shall not affect any right or remedy which SBCAG may have in law or equity.

20. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to SBCAG is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT. No delay or omission of SBCAG to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to SBCAG shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of SBCAG.

25. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered

herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW. CONSULTANT shall, at its sole cost and expense, comply with all SBCAG, State and federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONSULTANT in any action or proceeding against CONSULTANT, whether SBCAG is a party thereto or not, that CONSULTANT has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONSULTANT and SBCAG.

28. CALIFORNIA LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONSULTANT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONSULTANT is obligated, which breach would have a material effect hereon.

31. SURVIVAL. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

33. SUSPENSION FOR CONVENIENCE. SBCAG may, without cause, order CONSULTANT in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 60 days. SBCAG shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

34. IMMATERIAL AMENDMENTS. CONSULTANT and SBCAG agree that immaterial changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or

total contract amount may be authorized may be authorized by SBCAG's Executive Director, or designee, in writing, and in accordance with Section 25.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date when fully executed by both parties.

CONTRACTOR:

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS:

By: _____
Jim Damkowitz
Managing Director

By: _____
Das Williams
Chairperson
Board of Directors

Date:

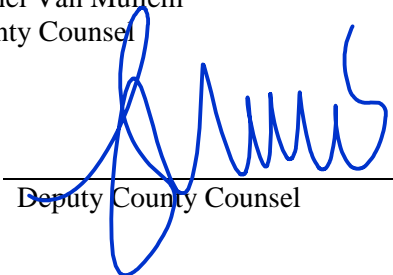
ATTEST:

Marjie Kim
SBCAG Executive Director
Clerk of the Board

By: _____
Deputy Clerk

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 

Deputy County Counsel

EXHIBIT A
Statement of Work

The CONSULTANT shall provide the following:

Task 1: Existing Conditions

CONSULTANT will establish a baseline set of information from which to plan the six-county California Central Coast region (referred to as “region”) Electric Vehicle (EV) charging program by compiling and reviewing a comprehensive set of past plans and studies and reviewing charger access and use for each category of EV operators including interregional travelers, freight haulers, transit operators, area residents, multi-family dwelling unit residents and nongovernmental organizations.

The CONSULTANT avers it understands traffic patterns, EV charging locations and activity, sub-regional socio- economic trends, and recent plans and policies as a foundation for strategy development. CONSULTANT has transportation planning experience in the Central Coast, the CONSULTANT brings a sound understanding of regional travel patterns and trends in the Central Coast. Having worked closely with multiple cities, counties, Metropolitan Planning Organizations (MPO), and transit agencies in this region, the CONSULTANT is familiar with the unique transportation characteristics and issues in the Central Coast. Some of these include, but are not limited to: the critical mobility and goods movement role that US 101 plays in the Central Coast; the limited parallel capacity available within the US 101 corridor; key interregional travel and goods movement access facilities (SR 1, SR 46, SR 152, SR 154, SR 227, SR 192 etc.); grade issues (e.g., Cuesta Grade, San Marcos Pass etc.); housing costs and significant disparities in of existing conditions of electromobility in the Central Coast household income levels among communities; job-housing imbalances contributing to protracted commuter sheds (e.g., Ventura County and South Coast; northern Santa Barbara County with southern San Luis Obispo County etc.); and, agricultural communities near more urbanized areas.

Subtask 1.1: Travel Data and Information Gathering

CONSULTANT will harvest available travel data from Caltrans (District 5 and District 7), SBCAG, SLOCOG, AMBAG, SCCRTC, TAMC, SBCOG and VCTC including origin-destination data from: the U.S. Census; Longitudinal Employment and Housing Dynamic (LEHD); the Central Coast Origin-Destination Study (SBCAG, 2016); and, Big-data sources such as Streetlight (if public agency licenses are available) to identify current interregional traffic patterns, seasonal traffic variation, projected highway and freeway annual traffic growth rates, and project potential traffic patterns for Zero Emission Vehicles (ZEVs). All results will be vetted with the American Automobile Association (AAA), Electrify America, and available charging station data to ensure a reasonable “capture” of ZEVs trips through the Central Coast. The various county Air Districts and the Central Coast Clean Cities Coalition (C5) have been very involved with ZEV readiness on the Central Coast for more than a decade now. As such, the CONSULTANT will coordinate with the C5 to tap all relevant available resource documents and/or data that they may have.

Subtask 1.2: Electric Charging Infrastructure and Locations

CONSULTANT will compile available charging station location data from the Alternative Fuels Data Center (AFDC), Plugshare and other sources including Chargepoint, Tesla, EVGo, Electrify America, and others to fill in any missing data. CONSULTANT will use this data to update information gleaned from Central Coast Alternative Fuel Plans, Studies, Regional Transportation Plans, transit agency Zero Emission Bus (ZEB) Rollout Plans, and other pertinent documents.

Subtask 1.3: Socio-economic Data Collection

CONSULTANT will compile relevant socioeconomic data, including locations of high density of multi-unit dwellings (MUD's) as well as areas of high vulnerability in terms of Environmental Justice. CONSULTANT will coordinate with each regional agency to request their regional travel demand model land use files and Traffic Analysis Zone (TAZ) shapefiles. CONSULTANT will also utilize online sources to which CONSULTANT is subscribed, such as ESRI's ArcGIS Online Business Analyst and Living Atlas, to identify areas of high-density multi-family dwelling units. This data will be presented using thematic "heat maps" that can be overlaid with charging infrastructure data. CONSULTANT will utilize the latest CalEnviroScreen (CES) data to identify and map areas of higher vulnerability, and, as with the multi-unit dwelling data, overlay the data with other data such as existing charging infrastructure.

Subtask 1.4: Charging Station Location

CONSULTANT will review each of the relevant plans, studies and regulations (e.g., Tri-County EV Readiness Planning documents, Santa Barbara County Alternative Fuel Readiness Plan, Tri-County Hydrogen Readiness Plan, transit agency EV rollout plans etc.). CONSULTANT will compile and collaborate with staff from each appropriate agency to inventory the status of each plan regarding their implementation and if implemented, efficacy. The region has been engaged in ZEV planning for many years and understanding the region's ZEV planning context is critical in order to leverage this prior work.

Task 1 Deliverables:

- Provide to SBCAG Memorandum #1 summarizing existing EVSE and relevant plans and policies.
- Provide to SBCAG GIS location and heat maps of existing electric vehicle charging infrastructure.
- Provide to SBCAG GIS location and heat maps of existing multi-family dwelling units and major employers.

Task 2: Information Evaluation, Data Collection & Summarization

One of the most useful benefits of a ZEV infrastructure strategy is its ability to support future ZEV project funding by informing project stakeholders about anticipated funding opportunities and by providing documentation that can be included in applications for grants, in-kind charging infrastructure contributions and other project implementation resources. CONSULTANT has assisted multiple electromobility clients in this way, resulting in successful grant applications and provision of charging infrastructure from the California Energy Commission (CEC), PG&E, EVGo and others).

Throughout the development of the Central Coast Zero Emission Vehicle Strategy (CCZEVS), CONSULTANT will track and alert SBCAG, SLOCOG, and AMBAG and CCZEVS stakeholders to funding opportunities from air quality management districts, multiple state and federal agencies, as well as from alternative sources like utilities and charging networks. CONSULTANT will also provide information on potential revenue opportunities including Low Carbon Fuel Standards (LCFS) credit sales and third-party funding through private investment. Potential opportunities like California Energy Commission grants and Volkswagen (VW) settlement funding are likely to become available during the CCZEVS so tracking application deadlines and requirements will be an ongoing task.

CONSULTANT will track and alert SBCAG, SLOCOG, and AMBAG to funding opportunities at the state level to include, but not limited to those by the California Public Utility Commission's (PUC)

Transportation Electrification Framework as well as 10-year investment plans to be filed soon by PG&E and other utilities. The CALeVIP rebate program, funded by a CEC grant, has been a popular source of funding for eligible public charging sites. Although the two programs funding the Central Coast region (South Central Coast Incentive Project and Central Coast Incentive Project) are currently oversubscribed or close to being so, there are likely to be future iterations of the program.

CONSULTANT will track and alert SBCAG, SLOCOG, and AMBAG to funding opportunities including but not limited to those provided through the California Air Resources Board (CARB) through the Carl Moyer Memorial Air Quality Standards Attainment Program, administered by the local air pollution control districts. For example, the San Luis Obispo County APCD administers an alternative fuel infrastructure grant program which currently has \$130,000 available.

CONSULTANT will track and alert SBCAG, SLOCOG, and AMBAG to funding opportunities including but not limited to those provided through public utilities programs to facilitate the installation of publicly available chargers. For example, PG&E has a CPUC-funded program to provide infrastructure between utility poles and qualified public fast charging sites (chargers are provided by qualified vendors through a variety of ownership and revenue models).

CONSULTANT will develop a database of federal, state, and private grant and rebate programs for EVSE and electric vehicles. The database will be updated on a monthly basis throughout development of the CCZEVS and will serve as a resource for stakeholders as well as the ZEVS. The information in the database will be summarized as a chapter or section of the draft CCZEVS developed under Task 6 as well.

Task 2 Deliverable:

- Provide to SBCAG Memorandum #2 consisting of a comprehensive funding strategy connecting regional and local public agencies and public transit operators and nongovernmental organizations to financial resources supporting ZEV and ZEB infrastructure. This will include a funding and grant program database in electronic format with Microsoft Excel.

Task 3: Analysis of Existing Conditions

CONSULTANT will evaluate the information gathered in Tasks 1 and 2 and highlight priorities to develop the ZEV strategy. Development of the ZEV strategy will include a detailed analysis of potential strengths including locations of existing (and planned) charging infrastructure as well as gaps in the charging network. CONSULTANT will then identify potentially suitable locations for chargers. Lastly, CONSULTANT will evaluate the impacts of threats to the region's EV adoption goals including financial and regulatory barriers. The result will be documented in a memorandum that highlights the Central Coast's most critical gaps in ZEV infrastructure and access points.

Subtask 3.1: Evaluation of Potential Strengths (existing and planned ZEV infrastructure vs. gaps)

To understand gaps in the charging network, CONSULTANT will generate maps from the charging infrastructure data and compare with travel data compiled in Task 1. CONSULTANT will also evaluate GIS-based land use and CalEnviroScreen data in order to clarify our understanding of how charging infrastructure serves the needs of multi-family housing concentrations, especially those within disadvantaged areas.

For heavy-duty vehicle operations (Freight, transit, and school buses), CONSULTANT will analyze goods movement along designated freight corridors and regional transit routes, timelines for compliance with the Advanced Clean Trucks regulation and to add information on transit electrification regulations.

CONSULTANT will supplement the heavy-duty vehicle operations analysis through collaboration with the California Trucking Association, the respective Central Coast air pollution control districts including the South Coast Air Quality Management District (AQMD), Air Resources Board (ARB), freight operators and transit agencies.

CONSULTANT will gather information about existing and planned charging stations from PlugShare, Alternative Fuel Data Center, CaFCP's Hydrogen Station Map, and from planning departments (if available.) CONSULTANT will identify the locations of existing charging stations and prepare "heat maps" (see example below) for each type of charger. CONSULTANT will identify the areas and corridors that are best and worst served by publicly available Battery Electric Vehicle (BEV) charging Infrastructure. CONSULTANT will also work directly with ZEV charging networks like EVgo, Electrify America, Tesla and will incorporate relevant information.

CONSULTANT will identify gaps in existing charging infrastructure by comparing the locations of existing chargers identified in Task 1 with areas of existing and projected demand. CONSULTANT will estimate existing demand using compiled socioeconomic data, such as population and employment density, locations of recreational facilities and tourist attractions, and estimated travel on area roadways. Projected demand will be estimated using population and employment estimates provided by local and regional agencies, where available.

Subtask 3.2: Evaluation of Opportunities (Suitable Locations)

To identify sites potentially suitable for charging infrastructure installation, CONSULTANT will prepare a buffer analysis of study of the major roadways (such as US 101, SR 1, SR 46, SR 152, SR 154, SR 227, SR 192, and local parallel facilities etc.) and identify potentially appropriate facilities for public charging stations. To accomplish this, CONSULTANT will apply its Siting Optimizer tool which takes travel demand model land and imports into GIS for application in ESRI's Network Analyst tool. The Siting Optimizer identifies areas and facilities within a true travel distance (for example, two miles) of the highway system, based on highway interchange locations and local roadway systems. GIS data and data available online (i.e., Google Maps, PlugShare, CaFCP station map) will be identified and categorized within the buffer areas.

Where applicable, CONSULTANT will use advanced tools and scripting to automate the extraction of data from the buffer area. Automated data collection will be supplemented with manual review of online resources to confirm the results. Local facilities within the buffer area will include existing EV infrastructure, gas stations, retail, park-and-ride lots, truck stops, restaurants, entertainment venues, and other locations that can provide appropriate driver safety and amenities.

CONSULTANT will utilize its sophisticated EVSE Siting Optimizer tool allows for interactive analysis of multiple variables and attributes for both Level 2 and DC Fast Chargers. The tool identifies optimal locations for chargers/stations by combining modeled existing and future vehicular trip, between-trip dwell behavior, and GIS-based future land use data. Working with SBCAG, SLOCOG, AMBAG and CCZEVS stakeholders, CONSULTANT will determine the weighting for criteria (e.g., within disadvantaged communities with low homeownership rates and communities with high percentage of multi-unit dwellings lacking charging infrastructure, proximity to interchanges of freeways used by interregional travelers and trucks, grid compatibility, etc.) to strategically site charging infrastructure to optimize siting for a tri-county network of opportunity chargers supporting interregional travel.

A critical tool for developing the CCZEVS will be to determine where to site EV chargers for multiple users and how to prioritize site selection. CONSULTANT will use its EVSE Siting Optimizer tool CONSULTANT developed in 2019 and subsequently refined through application for similar projects

including those in Sacramento, Davis, and Madera County. This proprietary tool uses local transportation models such as SBCAG, SLOCOG, and VCTC's 4-step travel demand models and AMBAG's activity-based travel demand model coupled with GIS analysis and stakeholder input to apply project-specific priorities for charger siting. In the first step in this analysis, CONSULTANT will use the EVSE Siting Optimizer to complete an interactive analysis of multiple variables and attributes, identifying optimal charging locations based on a combination of modeled existing and future vehicular trips and between-trip dwell behavior coupled with GIS-based future land use data. In the second step of the analysis, CONSULTANT will determine siting criteria such as location along highly utilized interregional travel corridor and corridor intersections, disadvantaged communities, number of public charging stations operational and planned, etc. illustrated in Table 1 to strategically site EV charging infrastructure. CONSULTANT will then work with the CCZEVS team and key stakeholders to develop specific criteria weighting to prioritize each criterion. The end result will be a heat map showing optimal locations for chargers coupled with a table ranking them numerically.

Subtask 3.3: Evaluation of Threats (Barriers)

As a final step in analyzing existing conditions, the CONSULTANT team will identify barriers in perception, attitude, economics, regulations and behavior, availability of zero emission vehicles, and existing and planned ZEV stations. The team will summarize those barriers and address them with the SBCAG, AMBAG, and SLOCOG staff and with the Central Coast Zero Emission Vehicle Strategy (CCZEVS) Advisory Committee for clarification, prioritization, and action planning as appropriate. The team will also assess each jurisdiction's progress in complying with AB 1236 (streamlined permitting for charging stations.) To comply with the regulation, jurisdictions must meet at least six of seven criteria listed below:

1. Streamlining Ordinance for Expedited EVCS Permit Process
2. Permitting Checklists Online for L2 & DCFC
3. Administrative Approval of EVCS
4. Approval Limited to Health & Safety Review
5. Electronic Signatures Accepted
6. EVCS Not Subject to Association Approval
7. One Complete Deficiency Notice if Application is Incomplete

As only partially shown in Figure 11, most of the affected communities are in "Streamline" status or are in the process of becoming "Streamlined". The goal is to help each jurisdiction to either yellow (in progress) or green (streamlined).

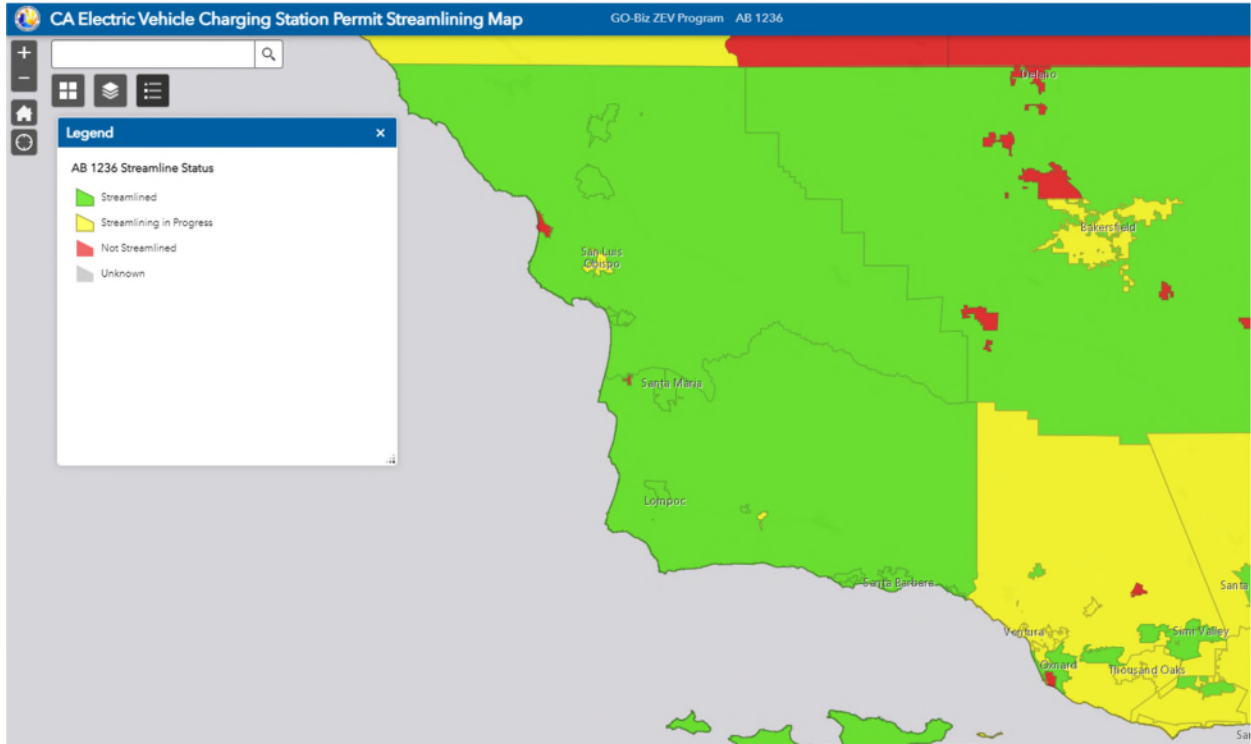


FIGURE 11. CA ELECTRIC VEHICLE CHARGING STATION PERMIT STREAMLINING MAP

Task 3 Deliverables:

- Provide to SBCAG Memorandum #3 summarizing strengths, weaknesses, opportunities, and threats of ZEV infrastructure development and adoption in the region. This will consist of an analysis of existing and planned ZEV infrastructure, review of suitable locations for new infrastructure and analysis of relevant barriers to ZEV adoption. The memo will be illustrated with GIS maps of infrastructure and heat maps of location suitability.

TABLE 1: PUBLIC CHARGER SITING OPTIMIZER CRITERIA

EV CHARGER SITE SELECTION CRITERIA		
FREIGHT Location along designated freight corridor and corridor intersections.	TRANSIT Location along long-distance regional transit routes especially layover and transit centers.	INTERREGIONAL TRAVEL Location along highly utilized interregional travel corridor and corridor intersections.
POPULATION & EMPLOYMENT Number of residents and jobs per square mile from Census data.	EQUITY & DIVERSITY Efforts and goals for increasing access to underserved geographies and/or populations.	EV DEPLOYMENT Density of current and projected EV registration.

CHARGING SITE FEASIBILITY Facility access, parking, amenities, and other considerations.	CURRENT & PLANNED EVSEs Number of public and/or commercial charging stations operational and planned.	SEASONAL TRAFFIC DEMAND From traffic pattern data.
TRAVEL BEHAVIOR Modeled vehicle trips and inter-trip dwell times including seasonal traffic demand.	PUBLIC AGENCY OWNED OR MANAGED FACILITIES e.g., public parking, county parks, park-and-ride lots.	OTHER AGENCY INITIATIVES A “wildcard” field factor in participating jurisdiction initiatives to decrease personal vehicle use.
PROXIMITY TO FREEWAYS & HIGHWAYS Buffered interchanges from regional GIS transportation layers.	GRID COMPATIBILITY Electrical grid data as available from utilities and CCAs.	CURRENT WORKPLACES Number of current industrial, professional, and retail facilities from city or county data.
ENVIRONMENTAL JUSTICE Areas of higher concentrations of criteria air pollutants.	ACCESS TO HOME CHARGING Concentration of multi-unit dwelling/rental properties.	OTHER

Task 4: CCZEVS Advisory Committee Meetings

Working Closely with SBCAG, SLOCOG, AMBAG and CONSULTANT will reach out to partner agencies, stakeholders, and interested parties to form an CCZEVS Advisory Committee to facilitate collaborative development of the CCZEVS. Four group meetings will be held in compliance with Brown Act requirements with individual meetings scheduled as needed.

CONSULTANT will send invitations to be part of the CCZEVS Advisory Committee to:

- Local agency staff members including COGs
- Tribal governments
- Air quality management districts
- Transportation providers

Task 4 Deliverables:

- Form the CCZEVS Advisory Committee.
- Plan and facilitate four meetings in compliance with the Brown Act.
- Facilitate up to 10 individual/small group meetings with stakeholders.
- Provide to SBCAG all meeting materials, notes, and summaries.

Task 5: Outreach and Engagement – Initial Stakeholder Meetings

Working closely with SBCAG, AMBAG, SLOCOG and CONSULTANT will reach out to partner agencies, stakeholders and interested parties to form a Stakeholder Working Group to facilitate collaborative development of the CCZEVS.

CONSULTANT will hold at least eight group focus meetings in compliance with the Brown Act and will schedule individual meetings as needed. Potential stakeholders include:

- Central Coast Metropolitan Planning Organizations
- Regional Transportation Planning Agencies
- Air Pollution Control Districts
- Statewide organizations (such as Veloz)
- Public transit agencies
- School districts
- Local municipalities
- Zero emission vehicle equipment manufacturers
- Electric Vehicle Ready Community coalitions
- Workforce development interests
- Affordable housing authorities
- Commercial property management companies
- Businesses
- Community-based organizations (Including Central Coast Clean Cities Coalition, Community Environmental Council of Santa Barbara, and Electric Drive 805, etc.)
- Zero Emission vehicle network providers and eMobility companies (such as EVgo, ChargePoint, Tesla, Envoy, and Electrify America)
- Utility companies like Pacific Gas & Electric, Southern California Edison, Central Coast Community Energy, and Clean Power Alliance
- Labor unions; and
- Additional private and public sector stakeholders, including military installations, colleges, and universities in the study area.

In addition to those entities identified above, additional stakeholders may include representatives from:

- Electric Auto Association
- Electric Car Pledge
- Electric Drive Transportation Association
- PlugIn America
- Building Industry Association
- Auto Manufacturers/Charging Companies (Tesla/Ford et al)
- Top Regional Employers (School Districts)

The purpose of these meetings will be to identify opportunities for collaboration, creative funding

implementation, and utilization of all partnership avenues to develop and deliver a successful program to support electromobility across all socio-economic segments. The information gathered at the eight stakeholder group meetings/workshops will be fed back to inform Task 3.

Task 5 Deliverables:

- Form a Stakeholder Working Group and maintain a contact roster to be shared with SBCAG.
- Plan and facilitate eight meetings with the Stakeholder Working Group in compliance with the Brown Act.
- Provide to SBCAG all meeting materials, notes and summaries.
- Facilitate up to 12 meetings with individual agencies and stakeholders.
- Provide to SBCAG Memorandum #4 summarizing stakeholder engagement.

Task 6: Develop Administrative Draft CCEVS Plan

CONSULTANT will complete the analysis, develop the strategy, and compile the administrative draft CCZEVS.

Subtask 6.1: Commercial Charging Networks: EVSE Types and Locations

CONSULTANT will prepare a buffer analysis of the major roadways (listed previously) and identify potentially appropriate facilities for Direct-Current Fast Charger (DCFC) for multiple vehicle classes and hydrogen stations for trucks and buses. CONSULTANT will use GIS tools such as ESRI's Network Analyst tool to identify areas and facilities within a true two-mile travel distance of the highway system, based on highway interchange locations and local roadway systems. GIS data and data available online (i.e., Google Maps, PlugShare, CaFCP station map) will be identified and categorized within the buffer areas. Where applicable, CONSULTANT will use advanced tools and scripting to automate the extraction of data from the buffer area. Automated data collection will be supplemented with manual review of online resources to confirm the results. Local facilities within the buffer area will include existing EV infrastructure, gas stations, retail, park- and-ride lots, truck stops, restaurants, entertainment venues, and other locations that can provide appropriate driver safety and amenities suitable for both commercial and publicly owned EV Chargers. For heavy duty vehicles, CONSULTANT will focus on truck stops, freight depots, transit centers and existing and potential bus layover locations with access to sufficient power.

Subtask 6.2: Publicly Owned EV Chargers

To distinguish between potential commercial and publicly owned charging locations, CONSULTANT will reach out to our network of contacts at EVGo, Electrify America and Tesla to learn about these networks' planned charger installations and propose sites that meet each network's site selection criteria which traditionally have included proximity to high-volume travel routes, driver amenities, multifamily housing concentrations and available surface or structured public parking and willing site hosts. Publicly owned charging stations need to meet these as well as other criteria including proximity to disadvantaged and other underserved populations as well as public site ownership or long-term site control.

Subtask 6.3: Comparative Analysis of Charging Business Models

CONSULTANT will prepare a comparative analysis of the most suitable potential business models including the following: 1) Agency owner/operator; 2) Charging network owner/operator; 3) Subscription Based; 4) 3rd party; Infrastructure-as-a Service; Hybrid; or Other. The structure of the comparative analysis is illustrated in Table 2.

TABLE 2. SAMPLE DKS COMPARATIVE EV BUSINESS MODEL

BUSINESS MODEL COMPONENT	SAMPLE BUSINESS MODEL ALTERNATIVE				
	Host Owned Purchase	Charging Vendor as a service subscription	Charging Vendor: Hybrid Owned Shared Revenue	Charging Vendor: Host Owned Hybrid Shared Revenue	Charging Vendor Owned Turnkey Solution
Equipment Ownership	Host	Charging Vendor	Charging Vendor	Charging Vendor or Host	Charging Vendor
Installation Costs	Host	Host	Host	Charging Vendor	Charging Vendor
Electricity Costs	Host	Host	Charging Vendor	Charging Vendor	Charging Vendor
Support & Maintenance Costs	Host	Charging Vendor	Charging Vendor	Charging Vendor	Charging Vendor
Charging Revenue	X% to Host	X% to Host	X% to Host	X% to Host	X% to Charging Vendor
Pricing Controls	Host	Host	Charging Vendor	Charging Vendor	Charging Vendor
Contract Term	Not required	Contract required	Contract required	Contract required	Contract required
Network Fees	X\$/month deducted from gross revenue	\$X	X\$/month deducted from gross revenue	X\$/month deducted from gross revenue	X\$/month deducted from gross revenue
Transaction Fee	X% deducted from gross revenue	X% deducted from gross revenue	X% deducted from gross revenue	X% deducted from gross revenue	X% deducted from gross revenue
Monthly Subscription fee	\$X	\$X/month (starting)	\$X	\$X	\$X
LCFS Revenue	100% to Host	100% to Host	??	50% to Host	X% to Charging Vendor

Along with the capital cost of charging, a critical consideration for evaluating total project costs are the annual operating costs. To address this, CONSULTANT developed a dynamic cost modeling tool that considers multiple, adjustable inputs including electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, parking revenues, network fees and labors for facility staffing. For Zero Emission Vehicle (ZEV) states like California, Oregon, and (after 2023) Washington, this tool can also project Low Carbon Fuel Standard (LCFS) credit revenues.

Subtask 6.4: Charger Funding Sources and Incentive Programs

Based on the funding information gathered as part of the Task 2, CONSULTANT will identify the most promising funding sources for zero emission infrastructure according to the location (city, county, disadvantaged community status), site ownership (public or private entity), and type of infrastructure (DCFC EVSE, L2 EVSE, hydrogen fueling station, etc.). This information will be summarized in tables and introduced in different sections of the draft CCZEVS as appropriate.

Subtask 6.5: Regulatory Incentives

CONSULTANT maintains an extensive library of electromobility resources including local agency regulations from jurisdictions around the country including Boulder CO, Davis CA, King County WA, Palo

Alto CA, Marin County CA, Sacramento CA, Santa Clara, Seattle WA, San Jose CA, and elsewhere. This library also includes numerous best practices guidelines including those the CONSULTANT has developed for several of CONSULTANT's electromobility clients including Island County Regional Transportation Authority, Peninsula Regional Transportation Planning Organization and King County WA. Based on research from CONSULTANT's library and with input from the CCZEVS team and stakeholders, CONSULTANT will determine which examples are best fits for the Central Coastregion. This information will be summarized in tables and introduced in different sections of the draft CCZEVS as appropriate. CONSULTANT anticipates that this will consist of the following topic areas:

- Planning
- Building and Zoning Codes
- Permitting
- Parking Codes
- Addressing Multi Unit Dwellings
- Transit
- Freight

Because disadvantaged populations have traditionally been underserved by ZEV infrastructure while also being disproportionately impacted by air pollutants, the CCZEVS team will include review of historical air quality data from San Luis Obispo, Santa Barbara, and Ventura County Air Pollution Control Districts to prioritize ZEV fueling locations to reduce diesel emissions from heavy duty vehicles.

The most convenient and therefore dominant form of EV charging and ZEV infrastructure fill zero emission vehicle infrastructure gaps in an equitable way. Of particular focus will include: access for low-income multi-unit dwelling/rental properties and residents.

Subtask 6.6: Regulatory Barriers

Regulatory compliance can impede ZEV adoption by delaying CCZEVS implementation, driving up project costs and adding complications that dissuade developers, property owners from adding or expanding charging infrastructure. CONSULTANT will examine existing relevant regulations to determine possible barriers and will solicit input from the public and stakeholders for examples of barriers that need to be addressed. The focus of this analysis will include addressing conflicting requirements, permit streamlining, permit fee restructuring, consolidations of inspections, and provision of information regarding available resources.

Subtask 6.7: Implementation Strategy

CONSULTANT will use data collected throughout development of the CCZEVS and through other SBCAG, SLOCOG, and/or AMBAG public and stakeholder engagement projects to identify local incentives that could encourage adoption of ZEVs in throughout the tri-county area. The implementation strategy will focus on non-financial aspects that are within the control of SBCAG, SLOCOG, and AMBAG and the CCZEVS project CCZEVS's stakeholders. The focus of this effort will be phased charging infrastructure deployment to meet the needs of interregional travelers, regional transit, freight haulers and residents of multi-family dwelling units. Other potential examples include financial incentives addressed in subtask 6.4 and regulatory incentives and barriers identified in subtasks 6.5 and 6.6, along with ZEV workforce training, transit agency collaboration, promotional opportunities for ZEV-friendly businesses and

policy language for climate action plans and General Plans.

Task 6 Deliverables

- Prepare and provide to SBCAG an Administrative Draft Central Coast Zero Emission Vehicle Strategy Plan.
- Present the Administrative Draft to the CCZEVS Advisory Committee. CONSULTANT will also prepare meeting materials including the agenda and content for review during the presentation.
- Incorporate feedback from the CCZEVS Advisory Committee to develop administrative draft of the CCZEVS for public review in Task 7.

Task 7: Public Outreach

CONSULTANT will develop a comprehensive public outreach plan to support the CCZEVS. CONSULTANT will collaborate with public information representatives throughout all three regions to maximize engagement opportunities and utilize as many existing and established channels as possible. Elements of the public outreach plan will include:

Subtask 7.1: Dedicated Project Webpage

CONSULTANT will create a dedicated website to support public outreach to include the following:

- Project information and overview and purpose of the CCZEVS.
- Listing of all meetings.
- All presentations and materials produced for public meetings and workshops.
- Fact sheets regarding the planning process (English and Spanish).
- All drafts and materials produced for the CCZEVS.
- Library with all relevant documents.
- Online surveys.
- Social Pinpoint (interactive online comment capture).
- Forms for comment/questions.
- eNews sign-ups.

Links to the public outreach site, online surveys, art and information promoting the effort will be provided to each of the individual transit providers in the study area for distribution and/or posting on their sites.

Subtask 7.2: Social Media

CONSULTANT will use social media platforms including Facebook, Twitter, NextDoor, and Instagram to enable community members to participate, collaborate, and inform decision making as convenient, without the need to physically attend meetings.

Subtask 7.3: Project Team Sharing Facebook/Twitter/Instagram/NextDoor

All project team members, SBCAG, SLOCOG, and AMBAG staff plus project advisory committee members, will be encouraged to push information via their Facebook pages to remind followers of public events

and to announce when new materials have been posted to the project website's homepage. CONSULTANT will provide art and links to ensure consistency in this process.

Subtask: 7.4 eBlasts

CONSULTANT will encourage project team members, SBCAG, SLOCOG, and AMBAG staff plus project advisory committee members, to utilize existing eNews/email channels to reach out to their constituents to promote meetings, workshops, availability of the project website and interactive tool and virtual workshop(s). CONSULTANT will also develop, maintain and manage content for regular eBlasts to interested parties and the public.

CONSULTANT will develop and deploy six eNewsletters periodically throughout the outreach process.

- Promote website launch;
- Promote upcoming workshops;
- Conduct topic-specific surveys; and
- Promote opportunities to review CCZEVS documents.

Subtask 7.5: Collateral Development & Translation Services

CONSULTANT will customize the following documents for use by project team members, SBCAG, SLOCOG, and AMBAG staff plus project advisory committee members, translation:

- Project (Plan) Description.
- Frequently Asked Questions.
- Flyers/Posters for Workshops.

Subtask 7.6: Public Workshops (Six Virtual)

In order to gather thoughts and input from a large range of stakeholders in the community workshops, CONSULTANT will hold 6 virtual workshops and make the information available online.

Each workshop will be structured as a family-friendly event and use techniques that engage the interest of participants, maximize opportunities for input and discussion, and incorporate community members input into the planning process. The Public Workshop details will be reviewed and approved by SBCAG, AMBAG, and SLOCOG staff. Workshop methods will include, but are not limited to:

- Pre-meeting advertisement that clearly explains the intent, topics, and format of the event.
- Opportunities before and after workshops submit comments/questions.
- Live-polling activities as part of our online presentations.
- Recording of the workshops for future reference.
- Development of a "virtual workshop" on the project website following the "live" meeting.
- Accommodation for Spanish language interpretation and translation.

CONSULTANT will adhere to the following Promotion Timelines for public workshops:

Three to four weeks prior to a public workshop CONSULTANT will:

- Prepare social media event posts.

- Update the public outreach website as needed.
- Prepare and provide news release(s).
- Provide announcements to governing bodies, or advisory committees as requested by SBCAG, SLOCOG, and AMBAG.

Two weeks prior to a public workshop CONSULTANT will:

- Provide Social Media Posts regarding Workshop Format and Goals.
- Conduct Stakeholder Outreach (Chamber/Community Groups/Faith Based Groups).
- Perform necessary Website Updates.
- Provide eBlasts information as described here.

One week prior to a public workshop CONSULTANT will:

- Share Social Media event posts.
- Provide eBlast Reminders.

Subtask 7.7: Media Relations

CONSULTANT will develop and distribute news stories about planning efforts throughout the project area to local news agencies.

Task 7 Deliverables:

- Draft and provide to SBCAG for approval a Final Outreach Plan.
- Create and maintain a Project Website.
- Provide Social Media activities described above.
- Create eNewsletters.
- Conduct Virtual Workshops (6).
- Create and provide to SBCAG Collateral Materials (Bilingual).
- Outreach results (Social Pinpoint, On-line Surveys, Utilization/visit statistics) submitted in written format.

Task 8: Prepare Final Plan and Seek Adoption By Governing Boards

CONSULTANT will assimilate interim deliverables developed in Tasks 1-7 to produce a Final Draft Central Coast Zero Emission Vehicle Strategy Plan. CONSULTANT will respond to one set of consolidated comments from the project development team to prepare the final draft readers, all technical information will be conveyed graphically using infographics, charts and figures to the greatest extent possible. CONSULTANT will prepare user-friendly PowerPoint presentations to present the draft plan to the SBCAG, SLOCOG, and AMBAG governing boards.

CONSULTANT will assist regional agency staff in the development of the Board staff reports. CONSULTANT will address comments received by the respective governing boards and from the public. Based on these comments the CONSULTANT will prepare the Final Draft Central Coast Zero Emission Vehicle Strategy Plan for final approval.

Task 8 Deliverables:

- Prepare and provide to SBCAG an Final Draft Central Coast Zero Emission Vehicle Strategy Plan
- PowerPoint Presentation
- Present Final Draft to Advisory Committee
- Incorporate feedback from CCZEVS Advisory Committee

Task 9: Board Approval

CONSULTANT will present the Draft Final Central Coast Zero Emission Vehicle Strategy Plan for approval at the SBCAG, SLOCOG, and AMBAG Board meetings. All presentation materials will be based on deliverables developed in Task 8.

Task 9 Deliverables:

- Draft and provide to SBCAG for staff approval Final Central Coast Emission Vehicle Strategy Plan.
- Create and provide to SBCAG a PowerPoint Presentation describing the Final Central Coast Emission Vehicle Strategy Plan.
- Present Draft Final to the Governing Boards of SBCAG, SLOCOG, and AMBAG.

Attachment A.1

PROJECT DELIVERY SCHEDULE

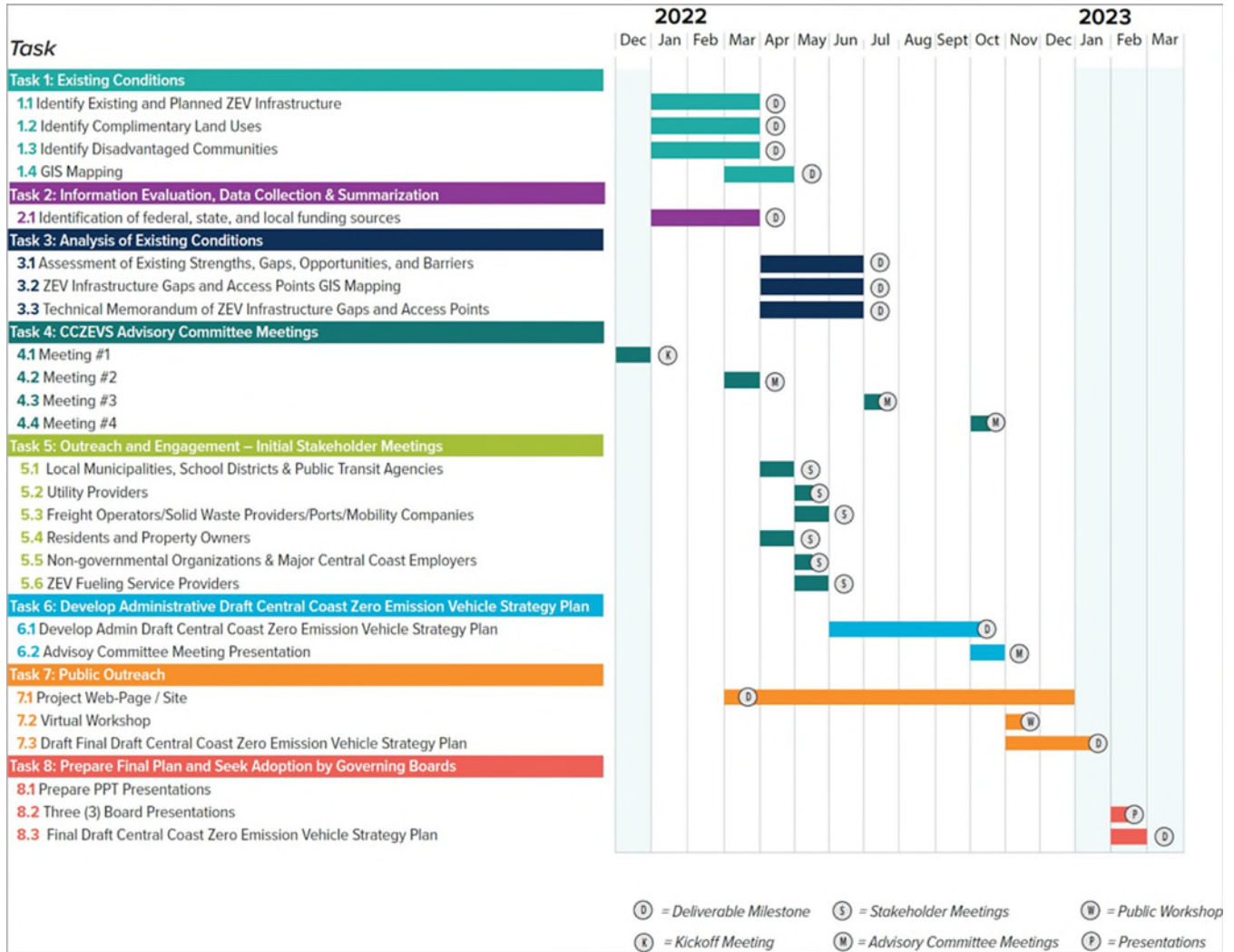


EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONSULTANT services to be rendered under this contract, CONSULTANT shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$190,000**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONSULTANT's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by SBCAG.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined below in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in Exhibit A.
- D. **Monthly**, CONSULTANT, shall submit to the SBCAG Designated Representative an invoice or certified claim for the service performed over the period specified. SBCAG's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. SBCAG shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. SBCAG's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of SBCAG's right to require CONSULTANT to correct such work or billings or seek anyother legal remedy.

Attachment B1 SCHEDULE OF FEES

PROJECT BUDGET

NAME OF FIRM ROLE IN THE PROJECT	DKS ASSOCIATES																	STANTEC				MARIPOSA		FRONTIER	TASK HOURS	TASK COSTS
	Location - Allocation Infrastructure Siting / Interregional Travel / Outreach / Stakeholder Involvement																	Trains / Utility / Freight / Port / TNCs				Equity Planning		Peer Review		
	Eric Shultz	Mike Usan	Jim Damkovic	Kendall Pitt	Dave Takami	Garth Appelhans	Elin Yaca	Nan Jan	Michael March	Veronica Sullivan	Adri Muckram	Dock Rosenthal	Ben Tinkember	Elizabeth Agular	Sasha Public	David Worsick	Analy Caribbe	Amanda McDaniel	Chris Lips	Chris White						
Classification:	PIC	Project Manager	Deputy Project Manager	Deputy Project Manager	Planner/Engineer	Planner/Engineer	Planner/Engineer	Planner/Engineer	Planner/Engineer	Planner/Engineer	Planner/Engineer	Planner/Engineer	Admin Support	Project Manager	Planner/Engineer	Planner/Engineer	Planner/Engineer	Equity Planning	Equity Planning							
Billing Rate	\$229.70	\$221.67	\$287.91	\$248.41	\$174.88	\$181.43	\$193.77	\$175.91	\$235.75	\$165.27	\$140.35	\$127.63	\$121.59	\$81.54	\$202.42	\$161.83	\$150.42	\$90.79	\$250.39	\$244.36						
Salary Rate	\$92.80	\$68.64	\$89.15	\$76.02	\$54.15	\$55.18	\$60.00	\$54.47	\$73.00	\$49.98	\$43.46	\$39.52	\$37.05	\$25.25	\$72.95	\$58.32	\$54.21	\$32.72	\$85.00	\$79.02						
Admin & OH Rate	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	185.04%	152.26%	152.26%	152.26%	160.00%	181.12%						
Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%						
Escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	0.00%						
TASK HOURS ASSIGNED TO STAFF:																		TASK HOURS	TASK COSTS							
1.0 Existing Conditions																										
1.1 Identify Existing and Planned ZEV Infrastructure		4	2		4			2			12	12	12		4	8	16	12								
1.2 Identify Complementary Land Uses		2	2		4		8	2			8	8	8		4	8	4	16								
1.3 Identify Disadvantaged Communities		1	1		2		4	2		2	8	8	8					4								
1.4 GIS Mapping		1	1		2		4	2		2	16	16	16					4								
Total Task 1	0	9	6	1	12	0	12	0	8	2	28	44	28	0	8	20	20	36	6	0						
2.0 Information Evaluation, Data Collection & Summarization																										
2.1 Identification of federal, state, and local funding sources		1	4	2			8	0							20			0	2							
Total Task 2	1	4	2	0	0	0	0	0	0	0	0	0	0	0	20	0	0	0	2	0						
3.0 Analysis of Existing Conditions																										
3.1 Assessment of Existing Strengths, Gaps, Opportunities, and Barriers		4	2		10	8	8	8			20	20	20		4	8	16	16	5							
3.2 ZEV Infrastructure Gaps and Access Points GIS Mapping		1	1		2	4	8	8			8	8	8		4	8	16	16	2							
Points		1	4	2	8	8	8	8			8	8	8		4	8	16	16	4							
Total Task 3	1	12	6	0	34	12	16	16	0	0	36	36	20	0	12	24	48	48	11	0						
4.0 CCZEVs Advisory Committee Meetings																										
4.1 Meeting #1		2	2	2				2			2	2	2		2	2			3							
4.2 Meeting #2		2	2	2							2	2	2		2	2										
4.3 Meeting #3		2	2	2							2	2	2		2	2										
4.4 Meeting #4		2	2	2							2	2	2		2	2										
Total Task 4	0	8	8	8	0	0	0	0	0	0	8	8	8	0	8	8	0	0	6	0						
5.0 Outreach and Engagement - Initial Stakeholder Meetings																										
5.1 Local Municipalities, School Districts & Public Transit Agencies		5	5	5				2			2	2	2		5	5										
5.2 Utility Providers		5	5	5				2			2	2	2													
5.3 Freight Operators/Solid Waste Providers/Ports/Mobility Companies		5	5	5				2			2	2	2													
5.4 Residents and Property Owners		5	5	5				2			2	2	2						4							
5.5 Non-governmental Organizations & Major Central Coast Employers		5	5	5				2			2	2	2						4							
5.6 ZEV Fueling Service Providers		5	5	5				2			2	2	2						4							
Total Task 5	0	20	10	10	0	0	0	0	0	12	0	0	0	0	20	5	5	0	0	8						
6.0 Develop Administrative Draft Central Coast Zero Emission Vehicle Strategy Plan																										
6.1 Plan		2	8	4	2	8	8	4			16	16	16	8	4	8	12	12		8						
6.2 Advisory Committee Meeting Presentation		4	4	4	4	4	4	4			16	16	16	8	6	10	16	16	3							
Total Task 6	2	12	4	6	8	8	0	4	0	0	16	16	16	8	6	10	16	16	3	8						
7.0 Public Outreach																										
7.1 Public Outreach Plan and Implementation		1	4	24							36			24	12											
7.2 Virtual Workshop		1	4	10							12			4	4											
7.3 Draft Final Draft Central Coast Zero Emission Vehicle Strategy Plan		1	8	2	2	0	0	0	0	0	8	8	8	2					4							
Total Task 7	1	13	2	34	2	0	0	0	0	0	48	8	8	32	18	0	0	0	4	0						
8.0 Prepare Final Plan and Secure Approvals by Governing Boards																										
8.1 Prepare PPT Presentations		1	1	1																						
8.2 Three (3) Board Presentations		6	6	6																						
8.3 Final Draft Central Coast Zero Emission Vehicle Strategy Plan		1	2	1	7	0	0	0	0	0	4	4	4	4	2				2	2						
Total Task 8	1	8	2	7	0	0	0	0	0	0	4	4	4	4	2	0	0	0	2	2						
TOTAL HOURS	6	87	49	86	56	28	28	20	8	70	92	198	128	58	33	99	84	100	42	10						

Direct Expenses (includes reproduction, travel, Social Prepaid)
Also includes: mailed mtg notices, supplies, agendas,
handouts, translation, public steno, A.V.

DKS/CE	\$1,570
Labor	\$137,526
Total	\$139,096

Stantec/CE	\$0
Labor	\$37,883
Total	\$37,883

Mariposa/CE	\$0
Labor	\$16,517
Frontier/CE	\$0
Labor	\$2,444
Total	\$18,961

Total	\$1,570
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	Bills	Direct Exp	Total
DKS	815 hours	\$137,526	\$139,096
Stantec	28 hours	\$37,883	\$37,883
Mariposa/Planner	42 hours	\$16,517	\$16,517
Frontier	10 hours	\$2,444	\$2,444

EXHIBIT C
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
FOR PROFESSIONAL CONTRACTS

CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the negligent acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. CONSULTANT's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONSULTANT shall notify SBCAG immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subconsultants.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, SBCAG requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCAG.

B. Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
2. **Additional Insured** – SBCAG, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
3. **Primary Coverage** – For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the SBCAG, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by SBCAG, its officers, officials, employees, agents or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SBCAG.
5. **Waiver of Subrogation Rights** – CONSULTANT hereby grants to SBCAG a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the SBCAG by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the SBCAG has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the SBCAG. SBCAG may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONSULTANT shall furnish SBCAG with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by SBCAG before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CONSULTANT shall furnish evidence of renewal of coverage throughout the term of the Agreement. SBCAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, SBCAG has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by SBCAG as a material breach of contract.

10. **Subconsultants** – CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that SBCAG is an additional insured on insurance required from subconsultants.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – SBCAG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONSULTANT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of SBCAG to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of SBCAG.