

COMMUNITY CHARGE PROGRAM PARTICIPATION AGREEMENT

This Community Charge Program Participation Agreement (“Agreement”) is made by and between Sonoma Clean Power Authority (“SCPA”), a California joint powers authority, and _____ (“Participant”). The “Effective Date” shall be the date that this Agreement is executed by the last Party to do so.

RECITALS

- A. Participant wishes to participate in SCPA’s Community Charge Program as set forth its terms and conditions which are available at <https://sonomacleanpower.org/community-charge> (the "Program").
- B. SCPA is providing [Number] electric vehicle ("EV") chargers (the "Chargers") to Participant as part of the Program.
- C. Participant will accept and install the Chargers at the location(s) listed in Section 4 (Project Site).
- D. If Participant is a tenant of the real property for the Project Site, then the record owner (Owner) of the Project Site shall be a signatory to this Agreement and subject to the Property Owner Responsibilities as set forth herein.
- E. SCPA and Participant desire to enter into this Agreement to establish the terms and conditions under which Participant will participate in the Program and receive the Chargers.

AGREEMENT

SCPA and Participant agree as follows:

1. RECITALS
The above Recitals are true and correct.
2. SCPA'S RESPONSIBILITIES
 - a. Chargers: SCPA will provide [Number] Chargers to Participant. Chargers may require an annual software subscription for management, to be paid by Participant. Chargers will be compatible with the SCP Rewards Program.
3. PARTICIPANT'S RESPONSIBILITIES
 - a. Charger Feasibility: Participant shall ensure there is sufficient infrastructure and site conditions to accommodate the installation of Chargers.
 - b. Charger Installation: Participant shall ensure the Chargers are installed in accordance with all local codes and regulations and in compliance with all applicable laws and requirements, including the payment of prevailing wages if required. Participant shall defend, indemnify and hold SCPA harmless from its failure to comply with such laws or its obligations under this Agreement.

- c. Charger Maintenance: Participant shall ensure that the Chargers remain operational and available for use for at least five (5) years from the date of installation with over 95 percent uptime.
- d. Marketing Efforts: Participant shall participate in marketing and public relations efforts coordinated by SCPA.
- e. Designation of SCPA as LCFS Credit Generator: Participant shall designate SCPA as the entity to collect any Low Carbon Fuel Standard ("LCFS") credits earned from the supplied charging equipment. Participant hereby delegates all claims to any LCFS credits that will be associated with the Program-funded EV chargers to SCPA.
- f. LCFS Credits: As the designated entity, SCPA will accept all LCFS responsibilities as the fuel reporting entity and credit generator pursuant to California Code of Regulations section 95483(c)(2)(B).
 - i. Monetization of LCFS Credits: LCFS credits monetized by SCPA will support electric vehicle infrastructure, low carbon electricity, customer education, and community program development pursuant to California Air Resource Board ("CARB ") LCFS Guidance 20-03.
 - ii. LCFS Credit Designation Agreement: Pursuant to CARB requirements governing LCFS credits, Participant may designate another entity to be the LCFS credit generator through a written contract. This LCFS Credit Designation Agreement shall be executed by Participant in favor of SCPA and shall serve as the formal declaration and designation of the LCFS credits to SCPA generated by EV chargers installed at the project site address listed above.
 - iii. Representations and Warranties: The undersigned Participant hereby represents and warrants to SCPA that it is the vested owner of the EV charging station(s) installed at the Project Site listed in Section 4. Participant represents and warrants that it has the requisite legal authority and/or express written permission to enter into this Agreement and to execute the LCFS Credit Designation Agreement, and to perform the obligations required by this LCFS Credit Designation Agreement.
 - iv. Delegation of LCFS Credits: Upon delegation of LCFS credits to SCPA, Participant agrees that it (1) will not claim generated LCFS credits; (2) will inform third-party entities, when necessary, that the LCFS credits generated by their Chargers are delegated to SCPA; and (3) will provide SCPA, or provide SCPA access to, the Chargers' usage and electricity data for LCFS reporting, data management, recordkeeping, and auditing pursuant to California Code of Regulations sections 95483.2(b)(8) and 95491.1 and related regulatory standards and guidance set by CARB.
- g. Notification of Changes: Participant will notify SCPA if there are any changes to the location of the Chargers supplied through the Program.
- h. Enrollment in SCP Rewards: Participant agrees to install the Chargers at the Project Site indicated in Section 4 and enroll them in the SCP Rewards within four (4) months of receipt of the Chargers. SCPA reserves the right to charge Participant for the full cost of the Chargers if Participant does not enroll the Chargers in SCP Rewards within four (4) months. Participant authorizes SCPA to enroll the Chargers in SCP Rewards on Participant's behalf, including collecting Charger IDs, accessing related management systems, and completing enrollment processes. Participant

agrees to provide SCPA with necessary Charger information and installation details to complete enrollment. Participants agree to the SCP Rewards Participation Agreement and Terms and Conditions, which may be found online at the following link (www.sonomacleanpower.org/rewards).

4. PROPERTY OWNER RESPONSIBILITIES.

As applicable, if Participant is a tenant of the Project Site, then the Owner shall also be a signatory to this Agreement. Landlord hereby consents to Participant's participation in the Program and to the installation, operation, and use of the Chargers at the Project Site and agrees to the following terms:

- a. Authority. Landlord represents that it is the legal owner of the Project Site or has authority to grant this consent.
- b. Terms and Conditions. Landlord agrees to the Program's Terms and Conditions as set forth on the Community Charge website: <https://sonomacleanpower.org/community-charge>.
- c. Charger Maintenance. Landlord acknowledges that the Program requires the Chargers to remain installed and operational with a minimum of 95% uptime for a minimum period of five (5) years from the date of installation. If Participant vacates the Project Site during the this period, Landlord agrees that it shall:
 - i. Ensure the Chargers remain operational and maintain at least 95% uptime as required under the Program's Terms and Conditions.
- d. Landlord agrees that the Chargers shall not be removed, disabled, or rendered inoperable without SCPA's prior written consent.
- e. Landlord acknowledges that SCPA is designated to manage the Chargers and Landlord authorizes SCPA and its contractors, agents, and representatives access to the Project Site.
- f. Landlord acknowledges and agrees that Participant has designated SCPA to collect and retain all LCFS credits generated by the Chargers pursuant to the SCP Rewards Participation Agreement, may be found online at the following link (www.sonomacleanpower.org/rewards), and applicable California Air Resources Board regulations.
 - i. Landlord agrees that it (1) will not claim generated LCFS credits; (2) will inform third-party entities, when necessary, that the LCFS credits generated by their Chargers are delegated to SCPA; and (3) will provide SCPA, or provide SCPA access to, the Chargers' usage and electricity data for LCFS reporting, data management, recordkeeping, and auditing pursuant to California Code of Regulations sections 95483.2(b)(8) and 95491.1 and related regulatory standards and guidance set by CARB.

5. Project Site(s): The Chargers will be installed at the following address(es):

Street Address
City, CA ZIP
[any additional description of the charger location]

6. Correspondence: Program communications shall be addressed as follows:

TO SCPA: Sonoma Clean Power Authority
 Attn: Customer Energy Solutions Team
 P.O. Box 1030
 Santa Rosa, CA 95402
 energysolutions@sonomacleanpower.org

TO PARTICIPANT: PARTICIPANT
 Attn:
 Street Address
 City, CA ZIP
 email@email.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

SCPA

BY: _____
Felicia Smith, Director of Customer Energy
Solutions
Date:

PARTICIPANT

BY: _____
Name, Title
Date:

AS APPLICABLE:

PROPERTY OWNER

BY: _____
Name, Title
Date: