



## **WORKPLACE ELECTRIC VEHICLE (EV) CHARGING RESEARCH PROJECT PARTICIPATION AGREEMENT**

This Workplace Electric Vehicle ("EV") Charging Research Project Participation Agreement ("Agreement") is made by and between Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and [REDACTED] ("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 Workplace EV Charging Research Project (the "Program") pursuant to the terms and conditions of this Agreement.
- B. As part of the Program, SCPA will provide technical assistance to Participant, Level 2 electric vehicle chargers ("Chargers"), plus an installation incentive of \$5,000 per EV charger connector, for up to four connectors.
- C. Participant will accept the technical assistance and install the chargers at the location(s) listed in Section 4 (Project Site).
- D. SCPA and Participant desire to enter into this Agreement to establish the terms and conditions under which Participant will participate in the Program.

### **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 four Chargers to Participant. Chargers may require an annual software subscription for management, to be paid by Participant as set forth in Section 3. Commercial Chargers will be compatible with SCPA's GridSavvy Rewards Program. Chargers are provided as is and without any warranty by SCPA.
- b. Financial Incentives for Charging Infrastructure: SCPA will offer incentives of \$5,000 per charger connector for installed and SCPA-managed chargers. This incentive is applicable for up to four Level 2 charger connectors per Project Site, as Project Site is defined in Section 4. Chargers must be compatible with SCPA's GridSavvy Rewards Program.
- c. Commute Survey Assistance: Participant will cooperate with SCPA to conduct an anonymous and voluntary commute survey with Participant employees to assist the Participant in determining the demand for workplace EV charging. Surveys will be conducted in accordance with applicable privacy regulations.

- d. Cost Estimates for Electricity: SCPA shall provide Participant with estimated monthly and annual electricity costs for the charging site.
- e. Low Carbon Fuel Standard ("LCFS") Reporting: Pursuant to Section 3.I., as the designated credit generator, SCPA accepts all LCFS responsibilities as the fuel reporting entity and credit generator pursuant to Title 17 California Code of Regulations ("CCR") section 95483(c)(2)(B)(2).
- f. Payment Process: Upon installation of the chargers and receipt of all information required under Section 3(i), SCPA shall provide payment to the Participant within thirty (30) days of review and approval of the request.

### **3. PARTICIPANT'S RESPONSIBILITIES**

- a. SCPA Customer Eligibility: Participant must at all times be an active SCPA customer in good standing.
- b. Charger Feasibility: Participant shall coordinate with the technical assistance consultant to determine if there is sufficient infrastructure and site conditions to accommodate the installation of chargers.
- c. Costs: Participant shall bear any costs above the \$5,000 incentive amount for the charger installation and software costs.
- d. Five-Year Managed Charging Commitment: Participant shall enroll in SCPA's GridSavvy Rewards managed charging program within three (3) months following SCPA's written request for the same and shall participate in the managed charging program for at least five (5) years (the "Five-Year Managed Charging Commitment Period"). Participant will cooperate with SCPA in holding workplace-specific events which the parties shall mutually agree to and provide in writing.
- e. Employee EV Education and Surveys: Participant shall actively disseminate EV information to onsite staff and shall conduct employee surveys provided and directed by SCPA to gather data relevant to the Program.
- f. Sharing of EV Charging Data: Participant shall share EV charging data, including charger use time, hourly kilowatt-hours ("kWh") and kilowatt ("kW") usage, maintenance down time, etc., with SCPA. The provision of such data shall conform with applicable privacy regulations.
- g. Affordable Charging Options: Participant shall provide affordable EV charging options to its employees. "Affordable" is hereby defined as offering charging for free or a fee equal to the costs associated with the energy consumption of the EV charging stations to ensure that the Participant maintains a net neutral cost for energy used. Participant agrees to use SCPA pre-approved visible signage at the EV charging stations stating that the charging may be interrupted, delayed, or reduced at any time due to the GridSavvy managed charging program.
- h. No CALeVIP Funding: Participant confirms that no funding for this site is sourced from the California Electric Vehicle Infrastructure Project ("CALeVIP").
- i. Charger Installation: Participant shall ensure the chargers are installed at the location identified in Section 4 (Project Site) and 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. Chargers shall be installed within six (6) months of the Effective Date. SCP may extend this date in its sole discretion for good cause. Participant

- shall provide SCPA with an invoice requesting reimbursement within thirty (30) days of installation with photographic and other evidence of installation, invoices for the installation of the chargers, copies of applicable permits, a list of serial numbers for chargers, and other information as requested. SCPA may provide standard forms for reimbursement.
- j. 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 unless prevented from doing so from third party actions beyond its reasonable control.
  - k. Marketing Efforts: Participant and SCPA will coordinate and mutually agree to any marketing or public relations efforts, inclusive of commute surveys for determining the demand for EV charging at work. At a minimum, the Participant may be identified in future marketing materials related to this agreement. SCPA shall provide the Participant with an opportunity to review and approve, with such approval not unreasonably withheld, any such materials before they are published.
  - l. Designation of SCPA as LCFS Credit Generator: Participant hereby designates SCPA as the credit generator to collect any LCFS credits earned from the incentivized charging equipment pursuant to Title 17 CCR section 95483(c)(2)(B). Participant explicitly delegates all claims to any LCFS credits that will be associated with the Program-funded EV chargers to SCPA.
  - m. LCFS Credits: As the designated entity, SCPA will accept all LCFS responsibilities as the fuel reporting entity and credit generator pursuant to Title 17 CCR 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. Representations and Warranties: The undersigned Participant hereby represents and warrants to SCPA that the Participant 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 perform the obligations required by this Agreement.
    - iii. Delegation of LCFS Credits: Pursuant to Title 17 CCR section 95483(c)(2)(B)(1) 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 Title 17 CCR sections 95483.2(b)(8), 95491, and 95491.1 and related regulatory standards and guidance set by CARB.
  - n. Notification of Changes: Participant will notify SCPA if there are any changes to the location of the chargers supplied through the Program.
  - o. Transfer of Ownership: In the event of a planned transfer of ownership of the Project Site identified in Section 4 within the Five-Year Managed Charging Commitment Period, Participant shall notify SCPA in writing at least 30 days prior to the transfer date. Participant shall ensure that the new owner is fully informed of and agrees to

adhere to all terms and conditions of the Program, including the maintenance and operational commitments of the charging infrastructure. The charging infrastructure must be transferred to the new owner, who will assume all responsibilities and benefits under this Program.

4. Additional Requirements

- a. Venue: Any action to interpret or enforce this Agreement shall be in the federal Northern District of California or state courts with jurisdiction over Sonoma County. In addition, to the extent applicable, this Agreement is further understood and intended to include a waiver of sovereign immunity by the Grantee solely for disputes arising from participation in Sonoma Clean Power's Nonprofit Electric Vehicle Incentive Program, this Agreement and any related agreements. This waiver does not extend to any other matters or jurisdictions. Grantee voluntarily submits to the jurisdiction of such courts to consider claims to interpret and enforce this Agreement.

5. Project Site: The chargers will be installed at the following address:

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: Programs Team  
P.O. Box 1030  
Santa Rosa, CA 95402  
programs@sonomacleanpower.org

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

By participating in the Program, Participant agrees to abide by the terms and conditions stated above. SCPA reserves the right to modify or terminate the Program at any time without prior notice.

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

**SCPA**

**PARTICIPANT**

BY:  
Mike Koszalka, Chief Operating Officer  
Date:

BY:  
Name, Title  
Date:

