Sonoma Clean Power

NONPROFIT EV REBATE AGREEMENT

This Nonprofit EV Rebate agreement ("Agreement") is made by and between the Sonoma Clean Power Authority ("SCP"), a California joint powers authority, and _____, a (hereinafter "Grantee"). SCP and Grantee may be referred to individually as a "Party" or collectively as "Parties." The "Effective Date" shall be the date that this Agreement is executed by the last Party to do so.

RECITALS

A. Grantee wishes to participate in SCP's Nonprofit Electric Vehicle Rebate program ("Program"), as set forth in the Program's terms and conditions, which terms and conditions are available at https://sonomacleanpower.org/electric-vehicle-incentives-for-nonprofits ("Program Terms and Conditions").

B. SCP desires to expand the use of all-electric vehicles and charging infrastructure in Sonoma and Mendocino Counties to further its mission of reducing greenhouse gas emissions. Grantee has contacted SCP and expressed interest in the purchase or lease of an all-electric vehicle in connection with the performance of its philanthropic mission.

C. In the judgment of SCP, it is necessary and desirable to provide funding to Grantee for the purchase or lease of an all-electric vehicle.

AGREEMENT

The Parties agree as follows:

1. **RECITALS**

   The above recitals are true and correct.

2. **GRANTEE'S RESPONSIBILITIES**

   Grantee shall complete the following at its cost and expense, except to the extent of SCP funding provided for in Section 3 below. SCP shall require Grantee to indemnify SCP in accordance with this Section 2, Subsection C.

   A. Insurance: Grantee shall maintain insurance as described below while Grantee is the owner or lessee of the all-electric vehicle for which it receives a rebate pursuant to the Program Terms and Conditions and this Agreement, unless the requirement to maintain such insurance has been expressly waived in writing by SCP.

      a. If Grantee has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of $750,000 per accident; $750,000 disease per employee; $750,000 disease per policy.

b. Automobile Liability Insurance with Minimum Limit of $750,000 combined single limit per accident. Automobile insurance shall apply to all owned autos. Automobile insurance shall also apply to hired and non-owned autos.

c. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.

d. The Certificate of Insurance must include Sonoma Clean Power Authority as an additional insured.

e. All required Evidence of Insurance shall be submitted to SCP within three (3) business days of the Effective Date. Grantee agrees to maintain current Evidence of Insurance on file with SCP for as long as this insurance is required as set forth above.

f. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, P.O. Box 1030, Santa Rosa, CA, 95402.

g. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.

h. Grantee shall provide SCP immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

i. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.

j. Grantee's indemnity and other obligations shall not be limited by these insurance requirements.

B. Records: Grantee shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to SCP at all reasonable times for inspection and analysis. Grantee shall retain such records for a period of four (4) years following receipt of any reimbursement pursuant to this Agreement.

C. Indemnification: To the fullest extent permitted by law, Grantee shall indemnify, defend (with counsel appointed by SCP to defend at Grantee's expense), and hold harmless, and release SCP, SCP's officials, officers, agents, volunteers, and employees, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under Section 6500 et seq. of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantee, arising out of or in connection with the making of this agreement or with the performance of Grantee hereunder, excluding liability due to the sole active negligence or willful misconduct of SCP. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Grantee or its agents under workers' compensation acts,

disability benefits acts, or other employee benefit acts. In addition, Grantee shall be liable to SCP for any loss or damage to SCP property arising from or in connection with Grantee's performance hereunder.

D. Correspondence: Notices, bills and payments sent by mail shall be addressed as follows:

TO SCP:	Sonoma Clean Power Authority Attn: Customer Energy Solutions Team P.O. Box 1030 Santa Rosa, CA 95402 energysolutions@sonomacleanpower.org
TO GRANTEE:	GRANTEE Attn: Street Address City, CA ZIP email@email.com

E. Vehicle Purchase/Lease: Grantee shall be responsible for the negotiation of vehicle purchase or lease terms with the dealer and must pay for all costs of the all-electric vehicle. SCP will not participate in the negotiation of the vehicle purchase or lease, and SCP makes no representations, warranties, or guarantees with respect to the condition or future performance of the vehicle or its suitability for Grantee's intended uses.

F. Vehicle Usage: Grantee agrees to provide the vehicle for shared usage at the organization to conduct normal business travel, subject to Grantee's fleet/pool vehicle policy, or policies; to not limit usage of the vehicle to one specific person, staff, or officer; and to not use the vehicle for personal use of one person, staff, or officer.

G. Documentation: Grantee shall submit documentation to SCP evidencing the acquisition by Grantee of an all-electric vehicle. This documentation must include (1) the vehicle's year, make, and model; (2) the vehicle manufacturer's suggested retail price ("MSRP"), which MSRP must not exceed $79,999.99 ("Seventy-nine Thousand, Nine Hundred Ninety-nine Dollars and Ninety-nine Cents"); (3) the amount Grantee paid to purchase or lease the vehicle; (4) for low speed electric vehicles or electric utility task vehicles, documentation confirming the vehicle is manufactured for use on public roads; and (5) a signed Attachment II.

H. Vehicle Branding: Grantee shall incorporate both the SCP logo and the organization's branding onto both sides of the vehicle, with the organization's branding displayed more prominently than the SCP logo. The design, dimensions, and location shall be agreed upon by SCP. The SCP logo must be accompanied by the text "Supported by" to clarify SCP's role. Grantee shall bear the cost of branding and ensure that the SCP logo remains on the vehicle at all times for the first three-years of ownership, or lease.

I. Marketing and Outreach Collaboration: Grantee agrees to participate in any and all marketing or public relations efforts as requested by SCP, including hosting SCP during one board or public meeting, within twelve (12) months of purchase/lease, for an informational session.

J. Usage Tracking: Grantee shall provide to SCP a record of the vehicle's use through entries on a tracking sheet for the duration of the lease, or the first three-years of ownership, formatted similarly to Attachment I. Grantee shall submit the final tracking sheet within ninety (90) days after that period ends.

K. Term and Purchase Deadline: This Agreement expires four (4) years after the Effective Date unless earlier terminated by SCP. Grantee shall complete purchase or lease (for a minimum term of three years) of an eligible all-electric vehicle within six (6) months from the Effective Date. SCP may extend this deadline by up to six (6) months by email or other written notice, without amending this Agreement. If Grantee does not meet this deadline, as extended, this Agreement will expire and Grantee shall not be eligible for reimbursement.

L. Proof of Status: Grantee must show that it is one of the following: (1) a nonprofit corporation formally recognized by the U.S. Internal Revenue Service ("IRS") as a 501(c)(3), 501(c)(4), or 501(c)(5) tax-exempt organization; (2) an organization with a fiscal sponsor that is formally recognized by the IRS as a 501(c)(3), 501(c)(4), or 501(c)(5) tax-exempt organization; or (3) a tribal government or other tribal entity with tax-exempt status. Organizations must also be customers of SCP and demonstrate compliance with all Program requirements outlined in the Program terms and conditions and this Agreement. Grantee must prove it qualifies as an eligible organization by providing to SCP any of the following:

   1. Proof that the IRS currently recognizes Grantee as an eligible tax-exempt organization;

   2. A statement from a State taxing body or the State Attorney General certifying that:

      i. The Grantee is a nonprofit organization operating within the State; and

      ii. No part of Grantee's net earnings may lawfully benefit any private shareholder or individual;

   3. A certified copy of the Grantee's Articles of Incorporation, or similar document that clearly establishes the nonprofit status of the Grantee; or

   4. Any item described in paragraphs (L) (*1.*) through (*3.*) of this section if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the Grantee is a local nonprofit affiliate.

M. Other Vehicle Funding: Grantee shall list in Attachment II all grants, and all donations restricted to the vehicle, from sources other than SCP ("Other Vehicle Funding"), and warrant and affirm that the final amounts when requesting reimbursement. Point-of-sale discounts and Grantee's unrestricted funds do not count. If funding covers more than the vehicle, only the vehicle portion shall apply to the funding cap. If Grantee does not fully disclose Other Vehicle Funding, SCP may terminate this Agreement and require Grantee to reimburse SCP for any or all SCP funding.

N. Changes to the Vehicle or Grantee: Grantee shall notify SCP in writing within thirty (30) days if, during the first three (3) years of ownership or lease, the vehicle is sold, transferred, stolen, or totaled, or Grantee dissolves or merges with another organization. SCP may then approve a transfer of the vehicle and this Agreement to an eligible successor, end this Agreement, or require partial repayment of the reimbursement.

3. SCP'S RESPONSIBILITIES

A. Reimbursement Amount: SCP agrees to reimburse Grantee for seventy-five percent (75%) of the actual amount Grantee paid to purchase or lease an eligible all-electric vehicle, which reimbursement shall not exceed fifteen thousand dollars ($15,000) for a passenger vehicle, low speed electric vehicles or electric utility task vehicles; or twenty-two thousand five hundred dollars ($22,500) for a vehicle with a maximum published payload over 1,500 pounds. If Grantee has Other Vehicle Funding, the reimbursement shall not exceed the amount Grantee paid subtracting that Other Vehicle Funding.

B. Payment: Grantee shall submit documentation to SCP pursuant to Section 2(G) of this Agreement. SCP shall pay Grantee the reimbursement amount within thirty (30) days of SCP's review of the documentation and determination that the documentation complies with the requirements contained in this Agreement.

4. ADDITIONAL REQUIREMENTS

A. No Waiver of Breach: The waiver by SCP of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

B. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

C. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma, California.

D. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

E. Pronoun Number and Gender: As required by the context of this Agreement, each pronoun and parenthetical reference shall mean and be construed to include the singular and plural, and the masculine, feminine, and neuter.

F. Merger: This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties, except for deadline extensions under Section 2(K).

G. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

H. 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 Rebate 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.

I. Survival: Sections 2(B) (Records), 2(C) (Indemnification), and the final tracking sheet requirement in Section 2(J) shall survive the expiration or termination of this Agreement.

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

Sonoma Clean Power Authority

BY:_____
Felicia Smith, Director of Customer Energy Solutions

Date:_____

GRANTEE

BY:_____
Name, Title

Date:_____

Mileage Tracking Sheet
(*Example*)

Grantee: [Name]	Vehicle: [Vehicle Type]	Model Year: [Year]	
Quarter:	**Start Mileage:**	**End Mileage:**	**Distance Traveled:**
Q1 2025	*7,029*	*9,146*	*2,117*
Q2 2025	*9,146*	*10,991*	*1,845*
Q3 2025	*10,991*	*13,002*	*2,011*
Etc.	*Etc.*	*Etc.*	*Etc.*
		End Mileage: *13,002*	**Total Distance Traveled:** *5,973*

Other Vehicle Funding and Intended Use, and Fiscal Sponsor

Grantee: _____

Part 1. Other Vehicle Funding

List all grants, and all donations restricted to this vehicle, from sources other than SCP. Write "None" if there are none.

Funding Source	Type (Grant or Restricted Donation)	Amount	Status (Awarded or Pending)
Total Other Vehicle Funding		$	

Part 2. Intended Use

Describe how the vehicle will serve SCP customers in your community, including who it will serve:

_____

_____

_____

Part 3. Fiscal Sponsor (if applicable)

Nonprofit Sponsor name: _____

The Fiscal Sponsor agrees to the role described in Section 2(L).

Signature, Name and Title: _____ Date: _____

Grantee Certification

I warrant, under penalty of perjury, that the information above is complete and accurate.

Signature, Name and Title: _____ Date: _____