



Customer Participation Agreement



THANK YOU

Thank you for signing up for the Fleet Electrification Program. Take advantage of a full consultation with our Fleet Electric Vehicle (EV) Experts to build a customized fleet electrification conversion plan, which includes vehicle recommendations, charging infrastructure plans, on-site electrical capacity assessments, and much more.

As a JEA-approved service provider, Resource Innovations, Inc. is here to assist you every step of your fleet electrification journey. Resource Innovations, Inc. looks forward to working with you on your upcoming Fleet Electrification project.

Prepared by:
Resource Innovations, Inc.

Submit agreement

Submit this completed agreement via the submit button or by visiting bit.ly/jea-submit.

Submit Agreement

Customer Information

Customer/Program Participant Information

Organization/company name:

Organization/company address:

Contact Information

Fleet manager/main point of contact name:

Email:

Telephone:

Financial manager/officer/budget executive name:

Fleet Electrification Service Provider Information

Service Provider company: Resource Innovations, Inc.

Service Provider telephone: (888) 855-0368

Service Provider email: JEAFleetEV@jea.com

Promotional Exclusion

JEA occasionally features Program Participants in promotional materials. If your project is chosen to be featured, you will be notified prior to release of project details with the opportunity to review and approve relevant materials prior to the publication. However, you may choose to exclude your project from consideration by checking the box below. You may change your selection at any time during the term of this Agreement by submitting written notice to the email address provided above.

I do not want my project considered

Terms and Conditions

This Participation Agreement sets forth the participation requirements for customers wishing to take advantage of JEA's Fleet Electrification Program ("Program"). By signing, the customer named in the Customer Information section ("Customer") is agreeing to comply with and be bound by these terms. The Program is sponsored by JEA and administered by Resource Innovations, Inc. ("Program Administrator"). JEA's Fleet Electrification Program offers commercial fleet owners with JEA electric service an opportunity to convert their existing vehicle fleets to electric by assisting them with the development of a comprehensive fleet conversion plan and providing financial incentives ("Program"). This Participation Agreement is intended for companies and organizations that will obtain comprehensive fleet conversion plans (Service Level 2).

Effective dates

Incentive funds are limited and are subject to funding availability. Incentives are offered until approved funds are exhausted or September 30th of each year, whichever comes first.

Project eligibility

The JEA Fleet Electrification Program offers incentives, technical services and fleet analyses, and in-person site walks to help Customers develop comprehensive fleet electrification plans, including plans for the charging infrastructure, that will be needed to support the electric vehicle fleet. Customer's eligibility for incentives is dependent upon Customer's qualification based on program terms and conditions. Receipt of incentives may require execution of additional agreements. This Fleet Electrification Program is intended for JEA's commercial electric customers currently operating fleets of internal combustion engines (ICE) vehicles primarily within JEA's service territory that would obtain the electric vehicle fuel from JEA. The fleet size may vary from as few as five vehicles to hundreds of vehicles. All JEA commercial electric customers with a fleet of at least 5 vehicles are eligible for Service Level 2 and can receive comprehensive Fleet Conversion Plans from Resource Innovations and their subcontractor AECOM as part of this agreement.

JEA electric customers may be eligible to participate in the Program if their account contains at least one electric service point under any of the following rate codes:

- GS (General Service)
- GST (General Service Time-of-Day)
- GSD (General Service Demand)
- GSdT (General Service Demand Time-of-Day)
- SS (Auxiliary Service for Cogenerators)
- SS-1 (Supplemental and Standby Service)
- GSLD (General Service Large Demand)
- GS�DT (General Service Large Demand Time-of-Day)
- GS�DHF (General Service Large Demand High Load Factor)
- ISXLD (Interruptible Service Extra Large Demand)

Participation agreement review process

JEA and Service Provider will review Participation Agreements in the order received and reserve the right to make final decision on eligibility and approval.

Participation Agreements are accepted on a first-come, first-served basis until the conclusion of the Program term, or until Program funds are no longer available, whichever occurs first. Customers

who submit incomplete Participation agreements will be notified of their deficiencies upon review of the Participation Agreement, and could experience delays in the approval process until all requested information is submitted. Customers are encouraged to call (888) 855-0368 if they have any questions about qualifications.

Verification

By signing this Participation Agreement, the undersigned Customer authorizes and acknowledges that JEA, Service Provider, and the Customer's fuel supplier, if any, may duplicate, disseminate, release and disclose Customer's information relating to Customer's Participation Agreement (including the entirety of its contents), and any other information related to the Customer's participation in the offering, including but not limited to account information and billing data, energy usage and tax identification numbers to third parties in order to:

- To verify eligibility for participation in the Program;
- To review and process this Participation Agreement and the information contained herein.

Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a separate customer survey.

Evaluation, measurement and verification

The JEA Fleet Electrification Program may be evaluated annually by an independent third-party evaluator, or undergo an internal audit process. The customer's completed project may be selected for evaluation.

Depending on the nature of the project, evaluation may include measurement and verification (M&V), the process of monitoring, measuring and/or verifying data related to equipment operation and fuel consumption. Upon reasonable notice, the customer agrees to participate fully in the evaluation process by allowing access to the facility where the project took place and providing information and access to data required for M&V to the offering evaluator.

Tax liability

Incentives may be taxable under federal and state tax codes and, if more than \$600, will be reported to the IRS unless the Customer provides acceptable proof that it is exempt from payment of such applicable taxes. Customer is solely responsible for payment and reporting with respect to Customer's taxes. In any event, neither JEA or Service Provider, is responsible for providing legal or accounting advice regarding any taxes that may be imposed on your business as a result of your receipt of Incentives. Customer should consult with its tax accountant or advisor regarding potential tax liability.

Customer must provide a federal Employer Identification Number (EIN) as a condition of participation and payment of incentives through the offering.

Disputes/governing law

This Participation Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Duval County, Florida.

Toxic materials

Neither JEA, Resource Innovations, nor their consultants,

contractors and/or subcontractors shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with Customer's facility, including without limitation, asbestos, asbestos products, PCBs or any other toxic substances.

Limitations of liability

To the fullest extent allowed by law, JEA and Service Provider's total liability with regards to any services provided under the Program or other obligations under this Participation Agreement, regardless of the number of claims, shall be limited to the Customer's approved incentive amount for the related project. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CUSTOMER, JEA, OR SERVICE PROVIDER BE LIABLE HEREUNDER FOR ANY TYPE OF DAMAGES, WHETHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE OR PUNITIVE (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOSS OF PROFITS, WHETHER IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.

Customer hereby agrees to defend, indemnify and hold harmless JEA, Service Provider, and their respective affiliates, directors, employees, subcontractors, and agents (collectively the "Indemnified Parties"

from and against any third party claims, damages, losses, liability, costs (including attorney's fees and expenses for bodily injury to any person (including death resulting therefrom and property damage ("Claims" arising out of or in connection with the Agreement, except to the extent such Claims are caused by the negligence or willful misconduct of an Indemnified Party.

Disclaimer

JEA, in its sole discretion, may change any of the terms and/or conditions of the JEA Fleet Electrification Program upon thirty (30) days written notice to Customer and/or Service Provider.

JEA does not guarantee timing to perform required site upgrade work or work associated with delivering necessary capacity, estimates provided are based on current conditions and these estimates will change over time. JEA does not guarantee that certain energy or cost savings will be achieved, and JEA does not expressly or implicitly warrant the performance of any equipment or service. JEA has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors that sell or install measures. No warranty of any kind, whether statutory, written or implied (including warranties of fitness for a particular purpose or merchantability will apply.

Customer Participation Agreement

JEA is offering Fleet Electrification incentives to eligible customers. JEA has contracted with Resource Innovations to administer and implement the Fleet Electrification Program. Resource Innovations and its subcontractor AECOM will be providing services and the final Fleet Conversion Plans. This Participation Agreement sets forth the participation requirements for customers applying for services through the Fleet Electrification offering. By signing below, the Customer named in the Customer Information section is agreeing to comply with and be bound by these terms.

Definitions

- **“Resource Innovations (RI)”** is the prime implementation contractor for JEA Fleet Electrification Program as well as the incentive administrator for completed fleet conversion projects.
- **“Zappy Ride (DBA JD Power)”** is subcontracted by RI to provide the educational software tool hosted by JEA.com to provide total cost of ownership (TCO) calculations and help Customers develop their own Fleet Conversion Plan (FCP) through the Service Level 1 pathway within the program.
- **“TCO tool”** is the Zappy Ride Total Cost of Ownership tool that helps fleet Customers build basic fleet conversion plans on their own. This tool will be hosted on JEA’s website for all Customers to access.
- **“AECOM”** is subcontracted to RI to provide advisory services for Customers eligible for the Service Level 2 pathway. Upon completion of a plan, Customers can choose to directly contract with AECOM to implement their Fleet Conversion Plan as part of Service Level 3.
- **“JEA Electrification Rebate Program (ERP)”** is a complementary JEA program that offers incentives to customers who install EV charging stations. The program is implemented by ICF. When ready, Customers will be referred to this program and RI will assist with the application process.
- **“Fleet Conversion Plan (FCP)”** shall mean the final plan provided by Resource Innovations to the Service Level 2 (SL2) Customer which includes but is not limited to:
 - Evaluation of existing fleet.
 - Portion of the existing fleet that can be converted cost-effectively.
 - Electric Vehicle (EV) & Electric Vehicle Supply Equipment (EVSE) selection recommendations.
 - TCO calculations and Return on Investment (“ROI”) (TCO/ROI must also evaluate EVSE installation costs and JEA incentives).
 - EVSE site evaluation and required service upgrades.
 - Coordination with JEA system planning/construction to determine support level from JEA.
 - Conversion timeline developed in consultation with the Customer.
- **“Trade Ally”** is a company contracted by Resource Innovations to assist with completion of the FCP. Trade Allies and any of their employees are not employees of JEA or Resource Innovations. Trade Allies are required, and must require their subcontractors, to maintain insurance and licensing in compliance with industry standards and all state and local laws and regulations.
- **“Project Commitment Agreement”** will be a separate Agreement which the Customer shall sign after receiving and reviewing their Fleet Conversion Plan. This Agreement will detail which % or feature(s) of the project need to be initiated within the 12 month window (with up to two six-month extensions) in order for the Customer to be considered as having implemented. This will be considered the Initial Project. Upon delivery of a cost-effective Fleet Conversion Plan, the Customer, Resource Innovations and JEA will agree to the feature(s) of the Fleet Conversion Plan that will comprise the Initial Project. If a Customer receives a cost-effective FCP and fails to complete the Project Commitment Agreement, and does not meet the Begin Implementation timeline, then the Customer will be responsible for the full Cost Share as outlined below. Customers may also agree to proceed with a Project Commitment Agreement if their Fleet Conversion Plan is cost-ineffective, but there is no obligation from JEA or resource Innovations to do so.

- **“Begin Implementation”** is a term referring to the timeframe for a Customer to start implementing their SL2-generated Fleet Conversion Plan. To document that they’ve begun implementation, the Customer shall submit documentation of procurement in the form of:
 - Purchase orders and/or invoices (for construction, vehicles, or charging equipment)
 - Applies for permit to begin EV charging station project
 - Releases RFI or RFP to vendors for vehicles, construction, engineering work, charging infrastructure, etc.
 - Receipts or pictures to show purchases made
 - Site visit conducted by ERP representative or JEA to verify serial numbers of charging stations
- The Cost Share Fee is automatically waived if a SL2-generated FCP comes back to be cost ineffective and infeasible for a Customer according to the advisory service provider RI/AECOM and JEA.
- **“Extension Request”** shall mean the mechanism by which a Customer can file for up to 6 months additional time Initial Project as defined in the Project Commitment Agreement. Customers are eligible to file 2 consecutive Extension Requests.
- **“Cost Share Waiver”** is a document which will be administered by JEA to the Customer upon proof of implementation. This waiver will be tied to the Project Commitment Agreement. If the Customer adheres to the terms set forth in the Project Commitment Agreement by implementing the defined project within the 12 month timeframe (with up to two six-month extensions), and applies for incentives (make ready and/or ERP incentives) then JEA will waive the Customer’s cost share.

Customer obligations

Customer shall:

- Provide sufficient communication, access, and scheduling timeliness to ensure that Resource Innovations, and AECOM, can access the appropriate people and sites needed to complete Fleet Conversion Plans.
- Provide reasonable access to the Customer’s facility and time for facility personnel to interface with Resource Innovations, AECOM, and Trade Allies during site visits and inspections.
- Provide and assist with the reporting and collection of information pertaining to the operation of the Customer’s fleet and facilities.
- Independently evaluate any information provided by Resource Innovations, AECOM, or Trade Ally related to estimates of savings or costs.
- Comply with Fleet Electrification Program offering terms as outlined in this Participation Agreement.
- Review and complete the Project Commitment Agreement once the Fleet Conversion Plan has been presented and reviewed.
- Customer shall begin implementation within 12 months of receiving their finalized Fleet Conversion Plan, given that the conversion is cost-effective. In the event Customer fails to (i) execute a Project Commitment Agreement or (ii) does not begin implementation within 12 months of receiving their finalized Fleet Conversion Plan, Customer shall pay a Cost Share Fee to JEA as provided below.

“The Cost Share Fee” shall apply to the number of vehicles requested to be analyzed in the Service Level 2 study and shall be calculated as follows:

- A fleet Customer with 15 or fewer vehicles analyzed will owe \$5,000 to JEA if they do not begin implementation within 12 months of receiving a final Fleet Conversion Plan.
- A fleet Customer with 15-50 vehicles analyzed will owe \$6,000 to JEA if they do not begin implementation within 12 months of receiving a final Fleet Conversion Plan.
- A fleet Customer with 51-100 vehicles analyzed will owe \$7,000 to JEA, if they do not begin implementation within 12 months of receiving a final Fleet Conversion Plan.

- A fleet Customer with 100+ vehicles analyzed will owe \$8,000 to JEA, if they do not begin implementation within 12 months of receiving a final Fleet Conversion Plan.

Customer agrees to share charging utilization data upon request with JEA. Customer agrees to participate in future DER programs related to electric vehicle charging optimization if mutually beneficial. Customer acknowledges that any data shared with JEA shall be subject to Florida’s public records laws and may be disclosed in the event of a public records request.

Customer signature

By signing below, I certify that:

- I am an authorized Customer Representative, and I have the authority to bind the Customer to this Participation Agreement.
- The information provided in the Participation Agreement is true, correct and complete and I will notify Resource Innovations immediately of any changes in such information.
- I have read, understand, and agree to comply with the terms set forth in the Participation Agreement.

I consent to the use of a third-party service for the purpose of electronically signing this document and agree to be bound by electronic signature.

This Participation Agreement requires a signature from the fleet manager and/or fleet conversion plan project manager AND a second signature from the chief financial officer (or the equivalent position that approves budgets and spending):

JEA customer (Customer) – Fleet Manager or equivalent authorized signature

Customer representative printed name	Title	Date
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JEA customer (Customer) – Chief Financial Officer or equivalent authorized signature

Customer representative printed name	Title	Date
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