

Memorandum Of Understanding

California Electric Transportation Coalition

Regional Charging Network

This Memorandum of Understanding (“MOU”) is entered into this 20th day of January 2022 (the “Effective Date”), among Los Angeles Department of Water & Power (“LADWP”), Northern California Power Agency (“NCPA”), Pacific Gas and Electric Company (“PG&E”), Sacramento Municipal Utility District (“SMUD”), San Diego Gas & Electric Company (“SDG&E”), and Southern California Edison Company (“SCE”). LADWP, NCPA, PG&E, SMUD, SDG&E, and SCE may be referred to herein separately as a “Party” or collectively as “Parties.” This MOU encourages cooperation and leadership in support of light-, medium-, and heavy-duty vehicle electrification and the essential charging infrastructure along key corridors to reduce harmful air, toxic, and climate change emissions, improve public health, advance equity, and achieve improved regional electric vehicle travel in the State of California.

ENCOURAGING COOPERATION AND LEADERSHIP

- A. California state policies support the continued development of renewable electric power supply and the increase in zero emission vehicles (“ZEVs”) across all vehicle classes.
- B. The Parties desire a safe, clean, reliable, equitable, affordable, and accessible transition to electric vehicles that prioritizes equity in the diverse communities along regional corridors.
- C. Electric utilities of all ownership types provide electric services to electric vehicle charging infrastructure, and many electric utilities are implementing or considering implementing siting, installation and financing of electric infrastructure, including electric distribution and transmission infrastructure and electric vehicle fast charging infrastructure, to support the cost-effective deployment of ZEVs under programs approved by their regulatory authorities or governing bodies.
- D. A modest amount of charging infrastructure exists across the State to enable regional travel. The existing charging infrastructure is not adequate to support all classes of vehicles nor the expected market growth of vehicles to meet the State’s ZEV goals.
- E. Lessons learned from existing charging infrastructure deployment can be used to improve future electric vehicle charging infrastructure location siting and operational practices, making charging more convenient and accessible for all current and future electric vehicle drivers including those in diverse communities..

WORKING COLLABORATIVELY The Parties desire to remove barriers to electric vehicle adoption through coordination on charging infrastructure optimization.

1. Purpose

The Parties may, at their individual options, work collaboratively in an effort to identify key locations where charging infrastructure could be located to support regional travel of all electric vehicle classes within the State, identify which of those locations could minimize electric grid impacts and lower costs for charging infrastructure installations, and define electric vehicle charging infrastructure characteristics that could lead to more user-friendly vehicle charging experiences. This MOU is intended to constitute an expression and mutual understanding of the Parties' willingness to work collaboratively in support of these purposes. **None of the Parties intend for this MOU to create any legally binding or enforceable rights or obligations.**

2. Principles

The Parties support the following principles:

- a. Support upfront utility planning and deployment based on forecasted infrastructure needs to meet State policy objectives enabling light-, medium-, and heavy-duty electric vehicle travel across the State and ensuring affordable, safe, sustained electricity supply and grid resilience.
- b. Support charging infrastructure deployment in areas where grid capacity is readily available or can be increased to support large-scale charging, and finding innovative solutions to facilitate large-scale charging in other areas.
- c. Support efficient infrastructure deployment to mitigate clustering or inadequate deployment.
- d. Promote voluntary best practices for charging infrastructure that improve availability, user friendliness and ZEV driver satisfaction.
- e. Support the build out of charging infrastructure along corridors in support of regional partnerships in California and the US.
- f. Support engagement with local and diverse communities along the regional corridors to facilitate environmental, economic, and ZEV charging infrastructure benefits.
- g. Emphasize charging infrastructure locations and best practices that support equity and community inclusion.
- h. Promote charging solutions that are cost-effective, equitable and support users from all communities within the state.

- i. Reduce the gap between charging infrastructure needed to support the current and future ZEV market and existing charging infrastructure in California.
- j. Meet state policy goals related to transportation electrification and measures to reduce harmful air, toxic and climate change emissions from the transportation sector, and support local and regional policies to improve public health.

3. Process

- a. Creating a Committee. The Parties may consider creating an informal steering committee to foster the principles of this MOU. Each party may have at least one representative participate in the committee.
- b. Public Record Notice. All data shared between or among the Parties in support of the MOU will be treated as public record and may be subject to public disclosure.
- c. Antitrust Statement. It is the intent of each Party, while participating in the MOU activities, to at all times conduct themselves ethically and in strict compliance with applicable antitrust laws. To that end, each Party may also develop and follow its own antitrust guidelines with respect to the MOU activities. Antitrust laws mean laws passed to prevent anticompetitive behavior or anticompetitive results, as well as regulations adopted by governing authorities to implement the provisions of such laws. Examples of generally permissible and prohibited activities under applicable antitrust laws is provided in Addendum 1 to the MOU.
- d. Costs of participation. Each Party will be responsible for its own costs or expenses related to its participation in cooperative activities pursuant to this MOU, unless the Parties otherwise agree in writing executed by all Parties.

4. Term

For each Party, this MOU will be effective as of the Effective Date set forth above and will continue in effect for a period of three (3) years unless earlier terminated as set forth herein.

5. Participation Termination

A Party may cancel or terminate its participation in this MOU with or without cause, at any time, with written notice to the remaining Parties.

6. Governing Law

The construction, validity, performance, and effect of this MOU for all purposes will be governed by the laws of the State of California, without giving effect to otherwise

applicable principles of conflicts of law that would give effect to the laws of another jurisdiction.

7. Use of Name or Endorsements

No Party will use the name or intellectual property of any other Party on or with regard to any product or service, which is directly or indirectly related to this MOU, without the prior written approval of the affected Party or Parties. By entering into this MOU no Party directly or indirectly endorses any product or service, of or by any Party, its successors or assignees.

8. Miscellaneous

No amendment or modification to this MOU will be effective until a written amendment is signed by the Parties. The Parties are independent parties and not agents of each other or joint venturers or partners. The Parties intend that nothing in this MOU shall prohibit or constrain the individual Parties from undertaking projects, programs, activities or commitments outside of this MOU. The provisions of this MOU shall not impart rights enforceable by any person, firm or organization not a party to this MOU or a permitted successor or assignee of a Party.

[Signatures on following pages.]

This MOU is signed on behalf of the Parties by their respective authorized officers (or respective designee) as of the year and dates written below.

Winifred J. Yancy
Director, Electric Vehicle Strategy and Implementation
Los Angeles Department of Water & Power

Randy S. Howard
General Manager
Northern California Power Agency

Suncheth Bhat
Director, Clean Energy Transportation
Pacific Gas and Electric Company

Rachel Huang
Director, Customer and Grid Strategy
Sacramento Municipal Utility District

Jennifer Reynolds
Director, Clean Transportation
San Diego Gas & Electric Company

Laura Renger
Director, Electrification and Customer Services Policy
Southern California Edison Company

Addendum 1 to MOU

The following are examples of generally permissible and prohibited activities under applicable antitrust laws provided for awareness only:

a. Permissible:

- i. Discussing general trends or conditions in charging infrastructure deployment and customer needs, so long as the purpose or effect of such discussion is not an attempt to elicit or encourage an agreement on any course of action or a uniform action or policy that would be anti-competitive with respect to future charging deployment
- ii. Exchanging current, public, factual information relevant to charging deployment, EV driver needs or serving diverse communities so long as the exchange does not violate any antitrust laws;
- iii. Participating in discussions to encourage development of charging infrastructure in diverse communities;
- iv. Discussing existing regulatory and legislative policies and regulations applicable to transportation electrification and charging, including lobbying or petitioning for changes to such policies and regulations.

b. Prohibited:

- i. Participating in, or discussing plans for, any activity that would restrict or interfere with the exercise of free and independent judgment by Parties as it pertains to the siting or operation of their respective charging stations or providing service to independently owned charging stations
- ii. Acting in concert or agreeing with another Party to adopt a specific pricing policy, structure or price for charging station use or adopting product standards
- iii. Acting in concert or agreeing to either boycott or restrict engaging with or contracting with individual companies or groups of companies or engaging in quid pro quo or acting in concert or agreeing on whether or not to deal with or exclude any company or discriminating against any customer or group of customers.
- iv. Acting in concert or agreeing to (i) restrict electrical connection of independent charging stations, (ii) restrict the number of charging stations that can connect to the electric grid, (iii) allocate markets, customers, territories, products, or assets.
- v. Acting in concert or agreeing upon or discussing bidding, competitive plans, pricing for any product or service, purchasing plans or strategy with respect to the current or future sale of any product or service.