

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Economic Development	DATE: 6/9/2017
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SUBJECT: Proposed Agreements for city departments to participate in SDG&E's Power Your Drive Program.

PRIMARY CONTACT (NAME, PHONE): Jacques Chirazi, 619-236-6326 & MS56D	SECONDARY CONTACT (NAME, PHONE): Kevin Sullivan , 619-233-5954 & MS56D
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): No direct General Fund expenditures are associated with approval of this item.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Caldwell, Erik	06/12/2017
Liaison Office	CFO		
Comptroller	DEPUTY CHIEF		
Financial Management	COO		
	CITY ATTORNEY	Wander, Adam	
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

Recommend approval of the request for the City to enter into proposed agreements with SDG&E to participate in the Power Your Drive Program.

STAFF RECOMMENDATIONS:
Approve requested action.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S):	All
ENVIRONMENTAL IMPACT:	This is not a “project” and is therefore not subject to CEQA pursuant to State CEQA guideline Section 15060(c)(3).
CITY CLERK INSTRUCTIONS:	This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required).

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 6/9/2017

ORIGINATING DEPARTMENT: Economic Development

SUBJECT: Proposed Agreements for city departments to participate in SDG&E's Power Your Drive Program.

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Jacques Chirazi/619-236-6326 & MS56D

DESCRIPTIVE SUMMARY OF ITEM:

Request for the City to enter into proposed agreements with SDG&E to participate in the Power Your Drive Program.

STAFF RECOMMENDATION:

Approve requested action.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

In 2016 San Diego Gas & Electric (SDG&E) launched a \$45 million pilot program that was approved by the California Public Utilities Commission (CPUC). SDG&E's "Power Your Drive" program goal is to install 3,500 electric vehicle (EV) charging stations in apartments, condos and businesses throughout the region. SDG&E intends to install at least 10% of those charging stations in disadvantaged communities. There are currently over 20,000 electric vehicles on the road in San Diego County, and that number is expected to grow to 80,000 by 2020. Governor Brown's Zero-Emission Vehicle Action Plan goal is to have 1.5 million Zero Emission Vehicles (ZEV) on the road by 2025.

Participation in this SDG&E sponsored program affords the City of San Diego the opportunity to install electric vehicle charging infrastructure at several City-owned facilities. The EV chargers will only be accessible to City San Diego employees and municipal fleet vehicles. Per the City's adopted Climate Action Plan goals, EV infrastructure is a viable strategy to help the City achieve its CO2 reduction target goals.

Program Description:

- All EV chargers will be owned, operated and maintained by SDG&E at no cost to the City. All operational and maintenance costs associated with these chargers will be the responsibility of SDG&E.
- All charging equipment will be served from a separate SDG&E service and metered separately.
- EV charging stations installed at City San Diego-owned facilities will only be accessible to City employees and municipal fleet vehicles.
- The contractual agreement between the City and SDG&E is for 10 years. Upon expiration of the agreement, SDG&E will be required to remove and restore each City-owned site to its original condition, unless the City and SDG&E opt to pursue a new or amended agreement.
- A few of the City-owned sites not located in disadvantage communities will be required to pay an onetime fee of \$630 per EV charging station (Attachment A)

In an effort to identify ideal locations to install EV chargers for City employee and fleet vehicle use, the Economic Development Department (EDD) conducted a citywide employee survey on July 6th, 2016. The general purpose of the survey was to capture data used to gauge City employee interest or need for EV charging station infrastructure at City-owned facilities. A total of 705 employees responded to the survey. Based on the survey results, EDD staff compiled a list of fourteen (14) potential locations for employee EV charging stations (Attachment A) were identified. Approximately 185 EV chargers have been reviewed, evaluated and approved by interested City Departments as well as SDG&E.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #3: Create and sustain a resilient and economically prosperous city.

Objective #1: Create dynamic neighborhoods that incorporate mobility, connectivity, and sustainability

Objective #4: Prepare and respond to climate change

FISCAL CONSIDERATIONS:

The proposed action will have a minimal fiscal impact to the City. There will be a onetime fee of \$630 per EV charger to four (4) sites (Attachment A) not within a disadvantage community. The total onetime fee expenditure for the City to participate in the program will be 31,500 which will be paid using non-General Fund budget. Consistent with Council Policy 100-05 (User Fees), it is the intent of the City to incur no expense associated with its involvement in this program. All projects costs associated with the program for EV charger installation, operation, maintenance and removal will be the responsibility of SDG&E.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This action is not subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708). This action is not subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Since July 2016 EDD has consulted with several City of San Diego departments and organizations on potential involvement and participation in the Power Your Drive Program, including:

- Fleet Operation Department
- Environmental Service Department
- Real Estate Asset Department
- Public Utilities Department
- San Diego Police Department
- Parks & Recreations Department
- Development Services Department
- Fire Department

- Public Works Department
- San Diego Gas & Electric

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

- San Diego Gas & Electric
- Several City Departments

Caldwell, Erik
Originating Department

Deputy Chief/Chief Operating Officer

City of San Diego
SDG&E Power Your Drive Program

City Property Name	Address	DAC ₁	Type of Facility	# of EV Chargers	Payment/Fee	Asset Owner
Police Headquarters	1401 Broadway, San Diego, CA 92101	Yes	Employee	8	\$ 0	SDPD
Central Operations Yard	1970 B Street, Suite 30, San Diego, CA 92102	Yes	Employee	10	\$ 0	*
Central Operations Yard	1970 B Street, Suite 30, San Diego, CA 92102	Yes	Fleet	20	\$ 0	*
Chollas Operations Yard	2797 Caminito Chollas, San Diego, CA 92105	Yes	Employee	10	\$ 0	*
Chollas Operations Yard	2797 Caminito Chollas, San Diego, CA 92105	Yes	Fleet	21	\$ 0	*
Environmental Services Department	9601 Ridgehaven Court, San Diego, CA 92123	Yes	Employee	10	\$ 0	ESD
Public Utilities Department	9192 Topaz Way, San Diego, CA 92123	Yes	Employee	10	\$ 0	PUD
Development Services Department	1222 First Avenue, San Diego CA 9	Yes	Fleet	10	\$ 0	DSD/Fire Dept.
Police Station East (Aero Drive)	9225 Aero Drive, San Diego, CA 92123	No	Fleet	10	\$ 6,300	SDPD
Police Station West	5215 Gaines Street, San Diego, CA 92110	No	Fleet	14	\$ 8,820	SDPD
Alvarado Water Treatment Plant	5540 Kiowa Drive, La Mesa, CA 91942	No	Employee	10	\$ 6,300	PUD
Rose Canyon Operations Yard	3775 Morena Boulevard, San Diego, CA 92117	No	Fleet	20	\$ 12,600	*
SDPD Mid City Division	4310 Landis Street, San Diego, CA 92105	No	Employee	9	\$ 5,670	SDPD
City Admin. Bldg. - Evan Jones Parkade	202 C Street, San Diego, CA 92101	No	Employee	12	\$ 0	READ
Civic Center Plaza	1200 Third Avenue, San Diego, CA 92101	No	Employee	10	\$ 0	READ
101 Ash Street	101 Ash Street, San Diego 92101	No	Employee	10	\$ 0	READ
Total				194	\$ 39,690	

₁ Disadvantage Community

*Multiple departments operate out of each operation yard:

- Central Operations Yard: Public Works, Dept. IT, Library, SDPD, Park & Rec., P&C, City Treasure and Fleet Services
- Chollas Operations Yard: PUD, Transportation & Storm Water, P&C, Fleet Division, SDPD
- Rose Canyon Operations Yard: Park & Rec., Fire Dept., and Fleet Services
- 101 Ash Street: DSD, IT, Corporate Partnership and Development, Planning Dept. etc.
- Civic Center Plaza, EDD, Human Resources Dept., Personal Dept., Risk Management, REA, CAO, IT

SDG&E *Power Your Drive* Program Host Participation Agreement

This HOST PARTICIPATION AGREEMENT (“Agreement”) is by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“SDG&E”) and CITY OF SAN DIEGO, a California municipal corporation (“Site Host”). SDG&E and Host are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

1. In support of California’s goal to reach 1.5 million zero-emission vehicles by 2025 and infrastructure to support more than 1 million zero-emission vehicles by 2020, SDG&E will install, operate and maintain electric vehicle charging stations at qualifying and selected multifamily and workplace settings as part of SDG&E’s *Power Your Drive* Program (“Program”) as approved by the California Public Utilities Commission. Multifamily and workplace sites who wish to participate in the *Power Your Drive* Program must agree to terms and conditions as provided for in this Agreement.
2. In general, the *Power Your Drive* Program provides:
 - Charging Stations and their supporting infrastructure owned, installed, operated and maintained by SDG&E.
 - Innovative hourly day ahead charging rates for vehicle charging needs that rewards drivers for charging at grid-friendly times.
 - Billing for electric vehicle charging services directly to each driver’s monthly SDG&E bill (*Rate-to-Driver*); **OR** billing the Site-Host directly for all charging done by EV Drivers (*Rate-to-Host*).
3. Host and SDG&E are entering into this Agreement for participation in the *Power Your Drive* Program; and for installation and operation of Host’s *Power Your Drive* Facility to be known as Power Your Drive Facility name.

1.0 GENERAL HOST REQUIREMENTS:

To participate in the *Power Your Drive* Program, Host shall comply with the following requirements:

- I. Have long duration parking spaces at multifamily or workplace locations (4+hrs)
- II. Have a current or expected number of electric vehicle (EV) and plug-in hybrid electric vehicle (PHEV) drivers that will utilize electric vehicle (EV) Charging Stations
- III. Sign and deliver to SDG&E Owner Authorized Agent Form (**Exhibit D**) authorizing SDG&E to act as Owner Agent in pulling permits for the installation of Electrical Vehicle Charging Systems
- IV. Execute a Participation Agreement

- V. Execute and deliver to SDG&E a License for access onto Host's property (*Exhibit A*)
- VI. Make a participation payment as applicable
- VII. Select an Electric Vehicle Service Provider (EVSP) option from an approved list
- VIII. Select a billing option
- IX. Provide a load management plan (applicable if Rate-to- Host billing option is selected)
- X. City is willing to accept any accessibility requirements of the Americans with Disabilities Act (ADA) that SDG&E makes to the Site as part of the Power Your Drive Program.
- XI. Make charging facilities accessible to residents or employees
- XII. Notify SDG&E in cases of vandalism, damaged or non-functioning equipment
- XIII. Promote electric vehicle usage and benefits

2.0 IN GENERAL *Power Your Drive* PROGRAM WILL:

- I. Design, engineer, obtain permits and perform all other necessary work to prepare for the construction and installation of vehicle charging equipment.
- II. Construct and install all charging and related equipment at no cost to Host other than the participation payment
- III. Provide all operation and maintenance (O&M) activities at no additional cost to Host
- IV. Provide all billing services to drivers on their monthly SDG&E bills (if Rate-to-Driver billing option is selected - See Section 13.)
- V. Approveload management plan (if Rate-to-Host billing option is selected - See Section 13)
- VI. Design, engineer, and construct the EVSE interconnection with metering separate from the Host Facilities' interconnection.

3.0 DEFINITIONS

ADA: Americans with Disabilities Act

BEV: Battery Electric Vehicle. A vehicle that runs only on electricity stored in an onboard battery.

Confidential Information: Customer energy usage and billing data, together with all data or information that is marked "confidential" or verbally identified as "confidential" or "proprietary" by SDG&E. Notwithstanding any independent reference to Customer Information, Customer Information shall be included with the definition of Confidential Information. Confidential Information shall not include information that Host can prove: (i) was in the public domain at the time of the disclosure; (ii) is subsequently made available to the general public without restriction and without any breach of the Agreement by Host; or (iii) was lawfully received by Host from a third party who was not under any written confidentiality or non-disclosure obligations.

Customer: Any current gas and/or electric utility customer and any individual that is eligible to be a gas or electric utility customer of SDG&E at any time during the Program term.

Customer Information: Information about SDG&E customers, including but not limited to, names, addresses, telephone numbers, account numbers, utility bill data, energy usage, demographics, financial data, or any other personal information, all of which constitutes Confidential Information for purposes of this Agreement.

Disadvantaged Community: Communities identified by census tract as being in the top quartile within SDG&E service territory as scored by the CalEPA EnviroScreen tool and as approved per SDG&E Advice Letter 2876-E, Submittal of Definition of Disadvantaged Communities for Electric Vehicle-Grid Integration (VGI) Pilot Program Pursuant to Commission Decision 16-01-045.

Effective Date: Date this Agreement becomes effective, defined as the date the Agreement is signed by Host and SDG&E.

EV: Electric Vehicle, either a BEV or PHEV.

EV Charging Station: Any equipment that directly plugs into an EV, BEV or PHEV to charge the vehicle's battery (See EVSE).

EV Driver or Driver: Driver of an EV, either BEV or PHEV.

EVSE: Electric Vehicle Supply Equipment. All equipment needed to charge an EV including the EV Charging Station, switches, fuses, meters and other associated equipment.

EVSP: Electric Vehicle Service Provider. A provider of EVSE and network services.

Grantor: The fee simple owner of the Host Site pursuant to the License. Grantor shall be required to grant the License to SDG&E.

Host: Means City of San Diego, which has the authority to enter into a Power Your Drive Host Participation Agreement.

Host Site Means City of San Diego real property parcel at which the License is granted to SDG&E to install and operate one or more *Power Your Drive* Program EVSE.

Host Facilities Means the buildings or other improvements at Host Site used for Host's own business operations, including electrical consuming equipment and associated electrical service accounts of the buildings and improvements.

Implementers: SDG&E, its contractors, vendors, representatives, or other persons or entities responsible for implementing the *Power Your Drive* Program.

Intellectual Property Rights: All trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

Job or Project: The installation of a *Power Your Drive* Facility.

License: The Use and Occupancy Permit in the form of Exhibit A attached hereto, to be executed and delivered to SDG&E to enable it to design, install, access, operate, remove, inspect, and maintain the *Power Your Drive Facility at the Host Site*.

O&M: Operation and maintenance.

PHEV: Plug-in Hybrid Electric Vehicle. A vehicle with an onboard battery that is rechargeable with EVSE and an internal combustion engine; that can run in either all electric mode or with the internal combustion engine to extend the range of the vehicle.

Power Your Drive Program (or Program): All facets of the *Power Your Drive* combined.

Power Your Drive Facility (or Facility): A location at Host's premises, within an SDG&E License that contains multiple EVSE, supporting infrastructure and equipment, and signage.

Power Your Drive Rate: The billing rate for use of charging at a *Power Your Drive* Facility consisting of an hourly price determined each day for the following day based upon forecasted circuit conditions and power system conditions for the following day, in accordance with SDG&E Advice Letter 2877-E, Establishment of the Electric Vehicle-Grid Integration (VGI) Pilot Program Schedule Pursuant to Commission Decision 16-01-045. Should actual hourly prices on any given day be lower than the day-ahead forecasted prices, then the lower of the two shall apply.

Rate-to-Driver: Billing option where the bill for charging electricity goes directly to drivers.

Rate-to- Host: Billing option where the bill for all charging electricity at a *Power Your Drive* Facility goes to the Host.

SDG&E: San Diego Gas & Electric Company.

4.0 *Power Your Drive* FACILITY

Host currently has # number of EV Drivers and expects to have # number of EV Drivers over the next # (time period) to support a request of # EV Charging Stations as described in Section 10.0 of this Agreement.

5.0 PROMOTE ELECTRIC VEHICLE (EV) AWARENESS

Host shall hold an EV awareness and charging education event at least once per year for the duration of this Agreement at a location of its choosing for Host's residents or employees. Topics shall include but not be limited to:

- Benefits of driving an EV or PHEV;
- Importance of grid integrated charging;
- How to take most advantage of a *Power Your Drive* Facility.

6.0 AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

Electric vehicle charging facilities are required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Host understands and accepts that such standards may impact parking layouts and potentially change the number of non-accessible parking spaces available. While every attempt has been made prior to the execution to this Agreement to inform Host of the actual impact, Host understands and accepts that changes to such representations may occur during the design, construction and operational phases of the *Power Your Drive* Facility as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities. The actual costs of meeting ADA requirements for the installation of EVSE shall be borne solely by SDG&E.

7.0 LICENSE REQUIREMENTS

Host represents and warrants that it is the owner of certain real property described in the License ("Licensed Area") and shall execute and deliver to SDG&E the License to enable SDG&E to use the Licensed Area for the purpose of designing, installing, accessing, operating, removing, inspecting, and maintaining the EVSE at the *Host* Site.

8.0 PARTICIPATION PAYMENT

In accordance with California Public Utilities Commission decision 16-01-045, the Host is required to make a participation payment as a condition of the *Power Your Drive* Program. The participation payment for this Facility is \$630 per EVSE charging port for a total of \$[xxxxxxx] (the "Participation Fee"). An invoice will be issued after this Agreement is executed and the Participation Fee must be remitted before construction begins.

9.0 RIGHT TO ACCESS

9.1 Design and Installation of *Power Your Drive* Facility: Host shall provide

SDG&E, its representatives, contractors and designees access to the *Power Your Drive* Facility for purposes of design and installation of *Power Your Drive* Facility. SDG&E shall design and install the EVSE in a manner such that the electrical connection and metering for the EVSE is separate from the metered accounts of the Host Facilities. SDG&E shall provide Host with design schematics for the EVSE installation at least 30 days prior to date of installation. Host shall have 10 days after submission of the EVSE design to review the design and, within reason, disapprove and/or request revision of any unreasonable features. If Host does not reply within 10 days, the design will be deemed approved. If Host disapproves or requests revision, SDG&E will work with the Host on a new design, however, SDG&E has the right to cancel this Agreement if SDG&E and the Host cannot agree to a design schematic for the EVSE installation. Unless otherwise provided for in this Agreement, all design and construction activities will take place during normal business hours of 7am to 5pm, Monday through Friday, excluding federal holidays. SDG&E, its contractors and designees shall make reasonable accommodations to minimize all impacts to Host operations. A pre-construction meeting with representatives from SDG&E, its contractors and with Host will take place not less than one (1) week prior to start of construction.

9.2 Operation of *Power Your Drive* Facility:

9.2.1 SDG&E: Host shall provide SDG&E, its representatives, contractors and designees access to the *Power Your Drive* Facility at all times. This will include providing twenty-four-hour access to keys and access codes. The foregoing notwithstanding, during installation and construction of the EVSE installation, Host may require 24-hour notice, background checks and security screenings for all SDG&E employees, representatives, contractors and designees accessing the *Power Your Drive* Facility at Host's sole discretion. Once the EVSE installation is installed, SDG&E employees, representatives, contractors, and designees providing maintenance, inspections, emergency services, outage repairs, and other similar work, shall not be required to provide 24-hour notice, background checks or security screenings to access the *Power Your Drive* Facility.

9.2.2 EV Drivers: Host shall not unduly restrict access to employees or tenants, as the case may be, to access and use the *Power Your Drive* Facility, including but not limited to any restrictions based upon race, ethnicity, creed, religion, sexual orientation or gender. Host may not unduly restrict the use of *Power Your Drive* Facility by tenants or employees for the purposes of making the *Power Your Drive* Facility a public charging facility, and shall use its best efforts to ensure priority use by tenants or employees.

10.0 INSTALLATION OF EQUIPMENT

SDG&E, its contractors, representatives and designees shall design and construct the *Power Your Drive* Facility in compliance with the terms of this Agreement, as well as all applicable local, state and federal laws and regulatory requirements. For reference, a preliminary layout of proposed

Power Your Drive Facilities can be seen in **Exhibit E: Preliminary Site Plan**.

An Estimated installation milestone schedule is provided per the schedule below contingent on Host timely execution of required License and timely selection of EVSP provider as provided in section 11. Should the schedule require modification, SDG&E shall notify the Host within a reasonable amount of time of such changes.

License Presentment: [REDACTED]
Design Start: [REDACTED]
Final Design Complete: [REDACTED]
Host to review and approve final design:
Construction Start: [REDACTED]
Construction Complete: [REDACTED]
Begin Driver Enrollments: [REDACTED]

11.0 ELECTRIC VEHICLE SERVICE PROVIDER (EVSP)

11.1 EVSP Selection. Host shall select one EVSP from the SDG&E approved list of qualified vendors accessed through the Power Your Drive website. SDG&E shall install, operate and maintain [REDACTED] type EV Charging Stations, required EVSE, associated equipment and signage. Host understands that only one EVSP may serve a *Host Site*, and that the *Power Your Drive* Program does not install DC Fast Charging equipment.

11.2 EVSP Availability. If at any time during the term of this Agreement the EVSP selected by Host should no longer be able to provide services at no fault of the Host, the Host shall have the option of selecting an alternative EVSP approved by SDG&E, at no additional expense to Host. Unless otherwise provided for in this Agreement, this event shall not be cause for termination of this Agreement. This provision shall not apply to additional EVSP services as described in Section 11.3.

11.3 Additional EVSP services. Separate and apart from this Agreement, the Host's selected EVSP Provider may offer and contract directly with Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the *Power Your Drive* Program. Specifically, such services may not include activities, agreements, arrangements, policies or procedures that inhibit the ability of the EV Driver or Host to respond to the pricing signal of the *Power Your Drive* Rate.

11.3.1 Cost of Additional EVSP Services: The costs of any additional EVSP services will not be borne by the *Power Your Drive* Program, unless they are complementary services necessary to support the *Power Your Drive* Program objectives and are approved herein as per **Exhibit B**.

12.0 RELOCATIONS

12.1 Removal: At any time during the Term of this Agreement or the License, should Host require removal of *Power Your Drive* Facility or parts thereof, Host shall bear full

cost and sole expense of such removal, including the depreciated cost of the Power Your Drive Facility, such costs not to exceed \$20,000 per EVSE charging port. The foregoing not-to-exceed removal costs shall be reduced ratably on an annual basis from the Effective Date. On the last day of the Term (i.e. last day of the 10th year), the removal costs shall be zero.

12.2 Relocations: At any time during the Term of this Agreement or the License, should Host require relocation of *Power Your Drive* Facility or parts thereof, such relocation shall be at sole expense of Host and in accordance with any *Power Your Drive* Program requirements, laws, regulations or other applicable jurisdictional requirements in effect at the time of relocation. Additionally, at SDG&E's discretion, upon a relocation, Host agrees to either amend the License to include the legal description of the new location or enter into a new License with SDG&E.

13.0 DUTY TO NOTIFY

Host shall have the duty to notify SDG&E immediately regarding any unsafe, inoperable or damaged equipment that Host becomes aware of. In addition, Host shall immediately report all claims and/or incidents to SDG&E or their designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred by Host.

14.0 *Power Your Drive* BILLING OPTIONS

Users of the *Power Your Drive* Facility will be billed at the *Power Your Drive* Rate, which consists of an hourly price determined each day for the following day based upon forecasted circuit conditions and power system conditions for the following day, in accordance with SDG&E Advice Letter 2877-E, Electric Vehicle-Grid Integration Pilot Program Schedule. Should actual hourly prices on any given day be lower than the day-ahead forecasted prices, then the lower of the two shall apply. Hosts may choose from one of two billing options and may change their billing option after a minimum of 12 months by providing notice to SDG&E and to EV Drivers and users of the *Power Your Drive* Facility. For the first 12 months commencing from the Effective Date the Host selects the option.

14.1 Rate-to-Driver Billing Option. EV Drivers will be notified each day by 9pm by the selected EVSP of the day ahead hourly billing rates for each hour of the 24-hour period commencing at 12am. Selected EVSP will provide EV Drivers with tools at no cost in order to manage their charging needs cost-effectively. Under this option, EV Drivers will be billed each month on their monthly SDG&E bills. *Power Your Drive* Facility site usage patterns will be monitored and tracked. This data will be used to inform California Public Utility Commission (CPUC) policy.

14.2 Rates-to-Host Billing Option. Hosts will be notified each day by 9pm by the selected EVSP of the day ahead hourly billing rates for each hour of the 24-hour period commencing at 12am. Hosts will be billed each month on their SDG&E bills for the total charges for the entirety of all EV charging sessions incurred by the *Power Your Drive* Facility.

14.2.1 Load Management Plan. Where the Host opts for the Rate-to-Host billing option, the Host, or its selected EVSP, will be required to submit to SDG&E load management tactics in accordance with the Guiding Principles (*Exhibit C*) that it will implement at its *Power Your Drive* Facility, including the incremental costs and equipment requirement to implement the load management tactics, the prices or fees that it intends to levy on *Power Your Drive* Facility users (EV Drivers), and any vehicle or EVSE communication systems necessary to implement the load management tactics. Hosts that do not submit load management plans consistent with the Guiding Principles will be asked by SDG&E to revise accordingly and will be ineligible to participate until SDG&E determines that the load management plan is consistent with the Guiding Principles. Participation in the Rate-to-Host option will not be unreasonably withheld. *Power Your Drive* Facility site usage patterns will be monitored, and in addition, Host-determined prices or fees to use the *Power Your Drive* Facility will be tracked. This data will be used to inform California Public Utility Commission (CPUC) policy.

14.3 Notification to SDG&E: Should Host choose to change its billing option after the minimum 12 months, Host must provide SDG&E with a minimum 90 day written notice of intent.

14.4 Notification to Drivers: Should Host choose to change its billing option after the minimum 12 months, Host must provide EV Drivers and users of the *Power Your Drive* Facility with a minimum 90 day written notice of intent.

15.0 OPERATIONAL CONDITIONS AND HOST CONTACTS

Host is required to perform certain operational functions such as providing driver access approvals to utilize the *Power Your Drive* Facility, direct drivers to SDG&E operational support, notify SDG&E when drivers are no longer approved to use *Power Your Drive* Facility, or report conditions and issues related to the *Power Your Drive* Facility.

For these purposes and other related reasons, Host shall have two designated Host contacts with current and available contact information at all times.

Power Your Drive Facility contact persons for Host shall be as follows:

Designated Contact Person for Operations

Name: _____

Address: _____

Email: _____

Phone: _____

Designated Backup Contact Person for Operations

Name: _____

Address: _____

Email: _____

Phone: _____

16.0 COMPENSATION

Under no conditions shall Host or EV Drivers receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in this Agreement or for participation in any way as part of the *Power Your Drive* Program, including but not limited to:

- Licenses
- Use of data for lawful purposes
- Loss of business activity during construction or maintenance activities, or
- Any other inconvenience or loss, without limitation, related to participation

17.0 CONFIDENTIALITY

During the term of this Agreement, Host may be provided with information of a confidential nature (“Confidential Information”) by SDG&E or its representatives. In cases where SDG&E has identified information to Host as confidential the following shall apply:

17.1 Duty of Confidentiality. Throughout and after the duration of this Agreement, Host shall hold all Confidential Information in strict confidence. Without SDG&E’s prior written approval, Host shall not use, disclose, reproduce, distribute, or otherwise misappropriate any Confidential Information, nor shall Host take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information to lose its character as Confidential Information.

17.2 Return of Materials. Upon the termination or conclusion of this Agreement for any reason, or upon earlier request by SDG&E, its Implementers or other designated representatives, Host shall promptly erase and destroy or otherwise return all Confidential Information and other documents or data that contain Confidential Information.

17.3 Customer Information. Host acknowledges and agrees that all information Host

collects or obtains from SDG&E, its Implementers or other designated representatives with regard to Customers, including but not limited to names, addresses, telephone numbers, account numbers, utility bill data, energy usage, demographics, financial data, or any other personal information (“Customer Information”), shall be deemed Confidential Information.

17.4 Data Security. Host will establish and diligently maintain safeguards and security practices to protect against the destruction, loss, or disclosure of any Confidential Information in its custody or possession. If Host discovers a breach of security, it shall immediately notify SDG&E, its Implementers or other designated representatives and use its best efforts to mitigate the breach and prevent any disclosure or loss of Confidential Information.

17.5 California Public Records Act. Nothing in this Section 16 shall be interpreted to prohibit Host from complying with the California Public Records Act (California Government Code sections 6250-6268).

18.0 INTELLECTUAL PROPERTY

Nothing in this Agreement or the Parties’ performance of it is intended or shall be deemed to convey any Intellectual Property Rights to Host. All Intellectual Property Rights relating to the *Power Your Drive* Program are expressly reserved to SDG&E, its Implementers or other designated representatives and their respective licensors.

19.0 PERMISSION TO USE DATA

Host agrees to allow SDG&E, its agents and representatives to use data gathered as part of the *Power Your Drive* Program for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

20.0 WAIVER

No provision of this Agreement may be waived unless agreed to by the Parties in writing. No failure of either the City or SDG&E to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter the Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

21.0 DISPUTE RESOLUTION; ARBITRATION

21.1 Meet and Confer. In the event of a dispute relating to this Agreement, Host and SDG&E, its Implementers or other designated representatives shall make a good faith

effort to resolve the dispute by negotiation between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute.

21.2 Arbitration. In the event the Parties fail to resolve by negotiation any dispute arising out of or relating to this Agreement, such dispute shall be resolved by binding arbitration administered by JAMS (formerly known as Judicial Arbitration and Mediation Services) under its then current rules. The arbitration shall be conducted in San Diego, California. The Parties hereby irrevocably waive any right to have such disputes tried before a jury. If either Party refuses or fails to participate in arbitration after receiving notice, then the arbitrator shall make an award based on the evidence presented to him or her. The arbitrator shall award the prevailing Party its fees and costs. Any arbitration award shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event may arbitration be demanded on any claim after the applicable statute of limitation for commencing litigation has expired.

22.0 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for any litigation arising from or relating to this Agreement shall be in San Diego County, California.

23.0 HOST REPRESENTATIONS

Host is an independent entity from SDG&E, its affiliates, contractors, vendors, representatives, designees or the *Power Your Drive* Facility and nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Host and SDG&E, its affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as otherwise provide herein, nor make any representations of any kind to this effect. Host represents that it is either (i) the fee title owner and has the ability to grant the License, or (ii) it is working with the fee title owner and such owner has the ability to grant the License.

24.0 SEVERABILITY

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision.

25.0 FALSIFICATION AND MISREPRESENTATION:

Host shall not falsify or misrepresent invoices or other *Power Your Drive* Program documentation to Customers, SDG&E, its Implementers or other designated representatives.

26.0 MARKETING & BRANDING (EITHER *Power Your Drive* BRAND OR SDG&E BRAND, INCLUDING EVSP)

26.1 Disclaimer: All marketing, advertising or promotional materials which reference SDG&E, its Implementers or other designated representatives or the Program itself, shall include a disclaimer which shall state that Host is not an agent or affiliate of any and all of SDG&E, its Implementers or other designated representatives.

26.2 Logos/ Trademarks: Host shall not use the logos, trademarks or service marks of *Power Your Drive*, SDG&E, its Implementers or other designated representatives in any of Host's marketing, advertising, or promotional materials without express written approval from SDG&E, its Implementers or other designated representatives as appropriate.

26.3 Marketing Materials: Host must use up-to-date Program marketing materials. All marketing and advertising materials shall comply with the California Business and Professions Code.

26.4 Endorsements: Host shall not state or imply endorsement on the part of SDG&E, its Implementers or other designated representatives or the Program.

26.5 Right to Review Materials: SDG&E, its Implementers or other designated representatives reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Host which references the Host's participation in this Agreement or the Program, financing and other SDG&E programs or those of the Implementers or other designated representatives. At its sole discretion, SDG&E, its Implementers or other designated representatives may require the Host to submit such copy and materials for pre-approval. Approval shall be granted, unless SDG&E, its Implementers or other designated representatives, in its sole discretion, determines that the copy or materials are misleading, in error, or fail to meet the requirements of this Agreement. The Host agrees to remove from circulation or otherwise discontinue the use of any such materials.

27.0 CHANGES

SDG&E, its Implementers or other designated representatives may initiate changes to the Program as circumstances dictate. SDG&E, its Implementers or other designated representatives will make every effort to provide at least 30 calendar days written notice of changes that affect Program activities. All changes effecting this Agreement must be approved in writing by Host and such approval may not be unreasonably withheld.

28.0 FRAUD AND DISHONESTY; COMPLIANCE WITH LAWS

Host expressly warrants and represents that it shall conduct its business activities without perpetrating any fraud or dishonesty on customers it serves through the *Power Your Drive* Program. Host shall use best efforts to avoid doing any harm to SDG&E, their Implementers or other designated representatives' including the brands or goodwill of same. Host shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions

that relate to or govern their participation in the Program and/or their interactions with customers.

29.0 BREACH OF AGREEMENT

Without limitation, and to the greatest extent allowed by law, SDG&E reserves right to seek damages and recovery for losses incurred due to any breach of this Agreement on the part of Host, whether intentional or unintentional.

30.0 TERMINATION AND TRANSFER

30.1 Expiration. Upon expiration of the Term, if the Host does not extend the Term of the License, pursuant to the terms of the License, SDG&E shall restore the “Permit Area” as described in the License, to its condition as of the Effective Date, reasonable wear and tear excepted.

30.2 SDG&E Right to Terminate. SDG&E, its Implementers or their designated representatives may terminate, or for any duration suspend, this Agreement and Host’s participation in the *Power Your Drive* Program, or operation of *Power Your Drive* Facility, with or without cause, at any time, and for any reason. If SDG&E terminates without cause, then SDG&E shall bear full cost and sole expense of removal of the Facility. Termination for cause by SDG&E shall include, but not be limited to:

- Failure to provide or maintain terms of the required License;
- Breach of Agreement in whole or in part;
- Permitting issues;
- Exceptional installation costs;
- Environmental concerns;
- Lack of EV Drivers.

30.3 Host Termination: Host may terminate this Agreement with written notice to SDG&E. Should a sale of property or other circumstance result in Host losing ability to perform its obligations per this Agreement, Host shall immediately notify SDG&E in writing and without delay within 10 days of Host knowledge of such a possibility. Upon Host terminating this Agreement, Host shall bear full cost and sole expense of such removal *Power Your Drive* Facility or parts thereof, including the depreciated value of the *Power Your Drive* Facility, as described in Section 12.1 of this Agreement.

30.4 Transfer of Agreement: Under no circumstance may this Agreement or parts thereof be assigned, transferred or otherwise conveyed without prior written approval of SDG&E and/or their designated representative, in its sole discretion.

31.0 Compliance with City Contracting Laws

31.1 No Discrimination. SDG&E shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status,

national origin, age, marital status or disability in SDG&E's use of the Licensed Area, including without limitation the provision of goods, services, facilities, privileges, advantages and accommodations, and the hiring and retention of employees and contractors.

31.2 Equal Opportunity. SDG&E shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. SDG&E shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. SDG&E shall cause the foregoing provisions to be inserted in all of SDG&E's contracts for work related to this Permit so that such provisions will be binding upon each of SDG&E's contractors. SDG&E shall fully cooperate with any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon City's request SDG&E shall submit a current Workforce Report. SDG&E acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Permit and debarment from participating in City contracts for a period of not less than one (1) year.

31.3 Equal Benefits. SDG&E shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. SDG&E shall certify that it will maintain such equal benefits throughout the term of this Permit. SDG&E's failure to maintain equal benefits shall be a material breach of this Permit.

31.4 Disabled Access Compliance. SDG&E shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code); the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. SDG&E's compliance shall include, without limitation, the following:

- a. SDG&E shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs and termination of employment;
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs or activities of SDG&E;
- c. SDG&E shall post a statement addressing the requirements of the ADA in a prominent place at the work site;

d. Where required by law, SDG&E shall, at SDG&E's sole cost and in conformance with all applicable building codes, comply with applicable disabled-access requirements by making accessible any areas of the Licensed Area which deny access to disabled persons; and

e. SDG&E shall include language in each sublicense agreement, if any, indicating the sub-licensee's agreement to abide by the foregoing provisions.

SDG&E and each of its sub-licensees shall be individually responsible for their own ADA compliance program. SDG&E's failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Permit.

31.5 Storm Water Pollution Prevention. Contractor and each of its Subcontractors shall comply with the Storm Water Management And Discharge Control ordinance, San Diego Municipal Code section 43.0301 et seq., in performing or delivering services in the District, regardless of location.

31.0 NOTICES

Any notice provided under this Agreement shall be sent via first-class U.S. Mail. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Alternatively, notice may be given by fax, which is effective upon confirmation of successful fax transmission to the recipient. Notice pursuant to this Agreement shall be sent to:

HOST:

Name: _____

Address: _____

Email: _____

Name: _____

Address: _____

Email: _____

SAN DIEGO GAS & ELECTRIC COMPANY:

Name: _____

Address: _____

Email: _____

Name: _____

Address: _____

Email: _____

32.0 AUTHORITY

Host represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Host under this Agreement. In addition, Host warrants and represents that the person signing this Agreement on Host's behalf has and shall have all requisite power and legal authority to bind Host on whose behalf he/she is signing to Host's obligations under this Agreement.

33.0 MISCELLANEOUS

This Agreement, including the Exhibits attached hereto and all items incorporated herein by reference and any written modification shall represent the entire and integrated agreement between the Parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the Parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

At any time Host is aware of, any ambiguity in, or conflict between or within this document, Host shall immediately bring such ambiguity to the attention of SDG&E or its designated representative for clarification and resolution.

34.0 ACKNOWLEDGEMENT AND TERM

The undersigned Host agrees to abide by the terms of this Agreement, including all requirements included by reference. This Agreement shall be in effect for a period of not less than 10 years from the Effective Date (the "Term").



Host acknowledges that it has provided all required information and documentation truthfully and accurately.

This Agreement shall become effective as of the date Host and SDG&E sign this Agreement.

THE CITY OF SAN DIEGO,
a California municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form this _____ day
of _____, 2017.

Mara W. Elliott, City Attorney

By: _____

Printed Name: _____

Title: _____

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A: LICENSE

DRAFT

EXHIBIT B: APPROVED ADDITIONAL SERVICES TO BE PAID BY SDG&E TO EVSP

{None}

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EXHIBIT C: *POWER YOUR DRIVE* GUIDING PRINCIPLES

1. Must support the Governor's Executive Order and California state goals to:
 - a. Achieve installation of grid-integrated infrastructure to support 1 million

- zero emission vehicles by 2020;
- b. Accelerate the adoption of 1.5 million zero emission vehicles by 2025; and
 - c. Support clean air and climate change objectives.
2. Must be structured to provide net benefits to all ratepayers.
 3. Must protect ratepayers by ensuring that assets continue to be used and useful.
 4. Must provide EV drivers the opportunity to maximize fuel cost savings relative to conventional transportation fuels.
 5. Must provide equitable deployment of services to all ratepayers, including statutory requirements and directives to serve disadvantaged communities and increase access to clean transportation.
 6. Must provide customer choice.
 7. Must support broad-based investment in electric vehicle charging equipment and services by public, private and utility entities and avoid anticompetitive impacts on the markets for EV charging equipment and related services.
 8. Must incorporate learning-by-doing and make adjustments to the *Power Your Drive* Program as needed.
 9. Must provide data to help inform State policy.
 10. Must utilize rate design and load management practices to facilitate the integration of renewable energy resources, as well as deliver other grid benefits.
 11. Must align with SDG&E's companywide Diversified Business Enterprise (DBE) goal of 40% and request subcontractors to provide proposals in support of the 40% goal.

EXHIBIT D: Owner Authorized Agent Form

I, _____, hereby authorize San Diego Gas & Electric to act as my agent in pulling building permits for the installation of Electrical Vehicle Charging Systems at the property listed below.

Property Address:

Agent Name, Address & Telephone Number

Property Owner Name, Address, & Telephone Number:

Signature: _____ Date: _____

EXHIBIT E: Preliminary Site Plan

DRAFT

CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT

THIS City OF SAN DIEGO USE AND OCCUPANCY PERMIT (“Permit”) is entered into by and between **THE City OF SAN DIEGO**, a California municipal corporation (“City”), and **SAN DIEGO GAS & ELECTRIC COMPANY** (“Permittee”), to be effective as of the ___day of _____, 2017 (the “Effective Date”), when signed by the parties and approved by the San Diego City Attorney.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions. As used in this Permit, the following terms shall be defined as follows:
 - 1.1 **“Permit Area”** shall mean those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of all Facilities installed within said property on or before _____, 20____, and as more particularly depicted in Exhibit A, attached hereto and incorporated herein.
 - 1.2 **“Permit Use”** shall mean the nonexclusive use of the Permit Area solely for the purpose of to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain underground facilities; aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and [#] electric vehicle charging stations (**“EV Stations”**), and all appurtenances for the distribution of electricity to the facilities; and communication facilities, and appurtenances, which can include, Supervisory Control and Data Acquisition (**“SCADA”**).
 - 1.3 **“Permittee’s Address for Notices”** shall be:

San Diego Gas & Electric Co.
ATTN: [Contact Name]
P.O. Box 129831
Mailstop SD1170
San Diego, CA 92112-9985
 - 1.4 **“Term”** shall mean ten 10 years, commencing on the Effective Date.
2. Occupancy. Subject to the terms and conditions of this Permit, City hereby grants permission to Permittee and its officers, employees, agents and contractors to enter upon, and occupy the Permit Area solely for the Permit Use.
3. Use of Permit Area. Permittee may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without City’s prior written consent in each instance.

In order to provide adequate working space for Permittee, City shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground facility (other than the EV Station) and within three (3) feet of the EV Station installed under this Permit.

City shall provide at all times, a delineated space surrounding each EV Station, so that each EV Station may be accessed and used by an electric vehicle for charging. [#] spaces shall be marked for electric vehicles only; and shall be used only while such vehicles are being charged. The remaining [#] shall be marked for electric vehicles only, however, such vehicles do not have to be actively charging.

City shall allow Permittee the right to erect and maintain on Grantor's property immediately adjacent to the Permit Area retaining walls and/or protective barricades as may be necessary for Permittee's purposes.

City shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig, within the Permit Area nor shall it increase or decrease the ground surface elevations within Permit Area after installation of Permittee's facilities, without prior written consent of Permittee.

Permittee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to the Permit Area and remove roots from within this easement whenever Permittee deems it necessary. Said right shall not relieve City of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

4. Governmental Approvals. By entering into this Permit, neither City nor City's City Council is obligating itself to Permittee or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to Permittee's occupancy, use, development, maintenance or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.
5. City's Consent, Discretion. City's consent or approval under this Permit shall mean the written consent or approval of City's Mayor, or his or her designee ("Mayor"), unless otherwise expressly provided herein or required by law. City's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided or required by law.
6. Term. The parties may extend the Term by mutual written agreement after approval of the extension by San Diego City Council. If the Term is extended, Permittee will continue to operate and maintain the EV Stations and SCADA pursuant to the terms and conditions of this Permit, and Permittee shall not be required to pay any fees or costs for extension of this Permit.
7. Revocable License. This Permit is not a lease. It is a non-exclusive license to use City

property, and may be revoked at will by City, in its sole discretion, upon sixty (60) business days prior written notice delivered to Permittee. Should City revoke this Permit during the Term, City shall bear full cost and sole expense of such removal of the EV Station and SCADA, including the depreciated cost of the EV Station and SCADA, such costs not to exceed \$20,000 per EV Station charging port. The foregoing not-to-exceed removal costs shall be reduced ratably on an annual basis from the Effective Date. On the last day of the Term (i.e. last day of the 10th year), the removal costs shall be zero.

8. Holdover. If Permittee continues to use and/or occupy the Permit Area after the expiration or earlier termination of this Permit, without City granting an extension pursuant to paragraph 6 of this Permit, such use/occupancy shall neither constitute a renewal or extension of this Permit.
9. Restore and Vacate. Except as may otherwise be provided as part of this Permit (including revocation by City), upon the expiration of the Term, unless City extends the Term of the Permit, Permittee shall restore the Permit Area to its condition as of the Effective Date, reasonable wear and tear excepted. All restoration work must receive final acceptance by the City's Public Utilities Department ("PUD"), such acceptance not to be unreasonably withheld. Permittee shall be responsible for contacting PUD to secure final acceptance of all restoration work. PUD's point of contact information is as follows:

Nicole McGinnis, Senior Planner
nmcginnis@sandiego.gov
619-533-4101

10. Termination. Permittee may terminate this Permit for any reason upon three (3) days prior written notice delivered to City.
11. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements and rights-of-way pertaining to the Permit Area, whether or not of record. Permittee shall obtain all licenses, permits and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If Permittee's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, Permittee shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest or terminate the Permit pursuant to Section 10.
12. Maintenance of the Permit Area. As it relates to Permittee's actual use and activities, Permittee shall, at Permittee's sole cost and expense and to City's satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy and sanitary condition. City shall not be required to make any improvements or repairs to the Permit Area. Permittee and its officers, employees, agents and contractors shall not deposit any rubbish, debris, litter or other item that is not necessary for the approved Permit Use, at any time on the Permit Area. Permittee shall immediately notify City of any rubbish, debris, litter or any other condition which affects the safety, health or sanitation of the Permit Area.

13. Inspection. City may at all times enter and inspect the Permit Area.
14. Utilities. Permittee shall order, obtain and pay for all utilities and service charges in connection with its use of the Permit Area.
15. Improvements/Alterations. Except as allowed as a Permitted Use, Permittee shall not construct any improvements, structures or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of City. Except as required by law, City shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
16. Personal Property.
- 16.1 Personal Property. Permittee shall remove from the Permit Area all Permittee-owned machines, appliances, equipment, trade fixtures and other items of personal property upon the expiration of the Term, or as soon as practicable after termination, but in no event later than thirty 30 days after the expiration or earlier termination of this Permit. Any such items which Permittee fails to so remove shall be deemed abandoned and become City's property free of all claims and liens, or City may, at its option remove such items at Permittee's sole cost and expense. Permittee, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of its personal property from the Permit Area.
- 16.2 Late Removal. Notwithstanding any provision of this Permit to the contrary, Permittee shall pay rent to City, utilizing the methodology set forth above in Section 8, for any period of time after the expiration or earlier termination of this Permit needed to remove Permittee's personal property, or restore the Permit Area, as required by this Permit, whether the removal and/or restoration work is actually performed by City or Permittee
17. Insurance. Subject to Section 21.8 below, Permittee shall deliver to City's Real Estate Assets Department a current certificate of insurance and all relevant endorsements for each of the following:
- (1) Commercial General Liability Insurance, providing coverage on the Permit Area for bodily injury, including death, personal injury and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);
 - (2) Automobile Liability Insurance, providing coverage on the Permit Area for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired and non-owned vehicles) operated in performing any and all work pursuant to this Permit. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and

- (3) Workers' Compensation Insurance, as required by the laws of the State of California for all of Permittee's employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
- 17.1 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives and agents" shall be named as additional insureds in all policies.
- 17.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by City.
- 17.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
- 17.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Permittee and must be disclosed and acceptable to City at the time evidence of insurance is provided.
- 17.5 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, Permittee shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. Permittee shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, Permittee shall immediately notify City and obtain replacement insurance as soon as possible.
- 17.6 Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use or the Permit Area, City, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving Permittee thirty (30) days prior written notice. Permittee shall also obtain any additional insurance required by City for new improvements, changed circumstances or City's reasonable re-evaluation of risk levels related to the Permit Use or the Permit Area.
- 17.7 Accident Reports. Permittee shall immediately report to City any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved parties, a

statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

- 17.8 Self-Insurance. Permittee shall have the right to self-insure any or all risks and liabilities required under this agreement and shall provide to City a letter of self-insurance as evidence of such coverage in lieu of certificates of insurance.
18. Indemnification & Hold Harmless. Permittee shall also protect, defend, indemnify and hold City and its elected officials, officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's officers, employees, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with Permittee's occupancy, use, maintenance or restoration of the Permit Area, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or intentional misconduct of City and its elected officials, officers, employees, representatives and agents.
- City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this Indemnification and Hold Harmless provision. In the event of such election, Permittee shall pay all of the reasonable costs, which are documented, related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between City and Permittee regarding litigation issues, City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter.
19. Compliance with Laws. Permittee shall at all times in its use, occupancy, maintenance, and restoration of the Permit Area comply with all applicable laws, rules and regulations and direction by competent governmental authorities, and all at Permittee's sole cost and expense.
20. California Public Records Act. City shall determine, in its sole discretion, whether information provided by Permittee pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act (CPRA). Permittee shall hold City and its elected officials, officers and employees harmless for City's disclosure of any such information in response to a request for information under the CPRA.
21. No Discrimination. Permittee shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status or disability in Permittee's use of the Permit Area, including without limitation the provision of goods, services, facilities, privileges, advantages and accommodations, and the hiring and retention of employees and contractors.

22. Equal Opportunity. Permittee shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. Permittee shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. Permittee shall cause the foregoing provisions to be inserted in all of Permittee's contracts for work related to this Permit so that such provisions will be binding upon each of Permittee's contractors. Permittee shall fully cooperate with any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon City's request Permittee shall submit a current Workforce Report. Permittee acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Permit and debarment from participating in City contracts for a period of not less than one (1) year.
23. Equal Benefits. Permittee shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. Permittee shall certify that it will maintain such equal benefits throughout the term of this Permit. Permittee's failure to maintain equal benefits shall be a material breach of this Permit.
24. Disabled Access Compliance. Permittee shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code); the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. Permittee's compliance shall include, without limitation, the following:
- a. Permittee shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs and termination of employment;
 - b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs or activities of Permittee;
 - c. Permittee shall post a statement addressing the requirements of the ADA in a prominent place at the work site;
 - d. Where required by law, Permittee shall, at Permittee's sole cost and in conformance with all applicable building codes, comply with applicable disabled-access requirements by making accessible any areas of the Permit Area which deny access to disabled persons; and
 - e. Permittee shall include language in each sublicense agreement, if any, indicating the sub-licensee's agreement to abide by the foregoing provisions.

Permittee and each of its sub-licensees shall be individually responsible for their own ADA compliance program. Permittee's failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Permit.

25. City Employee Participation Policy. City may unilaterally and immediately terminate this Permit if Permittee employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a City officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of Permittee for this Permit. It is not the intent of this policy that these provisions apply to members of the City Council.
26. Permittee's Risk. Permittee shall bear all risks and liability arising out of or in any manner directly or indirectly connected with Permittee's use or occupancy of the Permit Area, and for any and all damages to the Permit Area and/or damages to the improvements on, under or in the vicinity of the Permit Area, resulting thereby;. provided, however, that Permittee's shall not be liable for damages established to have resulted from the sole negligence or intentional misconduct of City, and its elected officials, officers, employees, representatives and agents, or any environmental conditions not caused by Permittee, even if discovered by Permittee.
27. No Nuisance. Permittee shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
28. Assignment and Sublicense. Permittee shall not assign or sublicense any rights granted by this Permit or any interest in this Permit. Any assignment by operation of law shall automatically terminate this Permit.
29. Signs. Permittee shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without City's prior written consent. If any such unauthorized item is found on the Permit Area, Permittee agrees to immediately remove the item, at its expense, after notice by City, or City may thereafter remove the item at Permittee's cost.
30. Encumbrances. Permittee shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with Permittee's use or occupancy of the Permit Area. Permittee shall protect, defend, indemnify and hold City harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all reasonable attorney fees and costs, relating to or charged against the Property, and including without limitation Permittee's failure or the failure of any contractor or subcontractor hired by Permittee to pay any person or persons entitled to lien or encumber the Property pursuant to the California Civil Code.
31. Taxes. Permittee shall pay, before delinquency, all taxes, assessments and fees assessed or

levied upon Permittee or the Permit Area during the Term, including the land and any buildings, structures, machinery, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by Permittee, or levied by reason of Permittee's occupancy, use, development, maintenance or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. Permittee acknowledges that this Permit may create a possessory interest subject to property taxation, and that Permittee may be subject to the payment of taxes levied on that interest. Permittee shall pay all such possessory interest taxes. Permittee's payment for such taxes, fees and assessments shall not reduce any payment due City.

32. Hazardous Substances. Permittee shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area. Permittee and Permittee's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without City's prior written consent. Permittee shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
- 32.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
- 32.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance and all types of petroleum-related substances and their chemical constituents.
- 32.3 Remediation. If Permittee's occupancy, use, development, maintenance or restoration of the Permit Area ("Permittee's Operations") results in a release of a Hazardous Substance, that, individually or in the aggregate, triggers a clean-up obligation under applicable laws, rules, or regulations, which was caused by Permittee, Permittee shall pay all costs of remediation and removal to the City's satisfaction to restore the Permit Area to the same conditions as existed on the Effective Date, and in accordance with all applicable laws, rules and regulations of governmental authorities. Permittee shall not be responsible for any remediation and/or removal of any Hazardous Substance that Permittee did not bring onto the Permit Area, even if such Hazardous Substance was discovered by Permittee.
- 32.4 Removal. If Permittee or Permittee's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, Permittee and/or Permittee's contractor or agent

shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. City reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. Permittee shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal brought onto the Permit Area by Permittee, its contractor or agents as required by this provision.

- 32.5 Indemnity. Permittee shall protect, defend, indemnify and hold City harmless from any and all claims, costs and expenses related to environmental liabilities resulting from Permittee's Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Permittee's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies. Notwithstanding anything to the contrary contained in this Permit, Permittee shall not have any obligation or liability whatsoever with respect to any conditions in, on or under the Permit Area, including the presence of Hazardous Substances, that are caused by or result from the entry on, use of, or other action of City, or are caused by persons not reasonably deemed to be under the control or direction of Permittee. The provisions of this paragraph shall control over any other conflicting or inconsistent provisions of this Permit.
- 32.6 Notice of Release. If Permittee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, Permittee shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. Permittee shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Permittee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Permittee shall take all actions necessary to alleviate the danger. Permittee shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.
- 32.7 Environmental Assessment. Upon reasonable cause to believe that Permittee's Operations resulted in any Hazardous Substance being released on, from or beneath the Permit Area, City may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental

assessment shall be obtained at Permittee's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by Permittee's Operations on, in, from or under the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. Permittee shall cause, or if Permittee fails to do so within a reasonable period of time, as determined by City in its sole discretion, then City may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and Permittee shall pay all costs and expenses, incurred to the extent necessary to remediate the Permit Area to the condition that existed on the Effective Date, such remediation is only required for Hazardous Substance that were released or caused by Permittee.

33. Storm Water Pollution Prevention Program. Permittee shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the City's Jurisdictional Runoff Management Plan, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.
- 33.1 Permittee shall comply with the City's Jurisdictional Runoff Management Plan encompassing city-wide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City's City Council on July 1, 2015, via Resolution No. 309791, as may be amended.
- 33.2 Permittee shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.
34. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of City's citizens. City's failure to insist upon the strict performance of any of Permittee's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. City's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by City to constitute a valid and binding waiver. City's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later

default. City's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but City may at any and all times require the cure of the default.

35. Cumulative Remedies. City's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of City's rights or remedies at law or in equity.
36. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
37. Joint and Several Liability. If Permittee is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of Permittee under this Permit.
38. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between City and Permittee or between City and any other entity or party, or cause City to be responsible in any way for the debts or obligations of Permittee or any other party or entity.
39. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Permit and Permittee's occupancy, use, maintenance and restoration of the Permit Area. Any modification, alteration or amendment of this Permit shall be in writing and signed by all the parties hereto.
40. Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
41. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to Permittee at Permittee's Address for Notices, and to City as follows:

City of San Diego
Attn: Director, Real Estate Assets Department
1200 Third Avenue, 17th Floor (MS 51A)
San Diego, CA 92101

42. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with

its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

43. Acceptance of Permit Area. By signing this Permit, Permittee represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. Permittee further represents and warrants that it is not relying on any representation by City as to the condition of the Permit Area or its suitability for the Permit Use, and that Permittee is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. Permittee accepts the Permit Area in its current condition. Permittee acknowledges and agrees that unless set forth in this Permit, City has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. Permittee shall not hold City responsible for any defects in the Permit Area. Permittee accepts and assumes all risk of harm to all persons and property, including without limitation Permittee's employees, from any defects in the Permit Area, and shall be solely responsible therefor.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

SAN DIEGO GAS AND ELECTRIC COMPANY

BY: _____
Name: _____
Title: _____

THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
Name: _____
Title: _____

Environmental Analysis Section Environmental Clearance:

Date: _____
By: _____
Printed Name: _____
Title: _____

Approved as to form this _____ day of _____, 20____

MARA W. ELLIOTT, City Attorney

BY: _____

Printed Name: _____

Title: _____

DRAFT

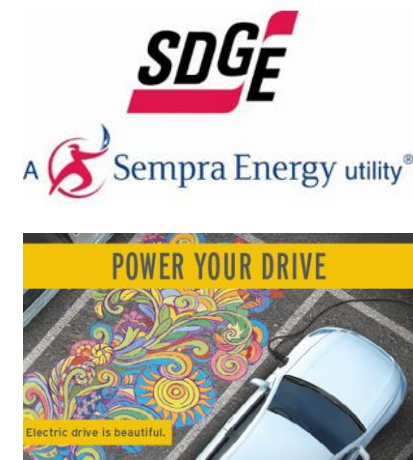
Infrastructure Committee
Wednesday July 12, 2017

SDG&E Power Your Drive Program

Program Background

Power Your Drive

- \$45 million pilot program (CA Public Utilities Commission Approved).
- Install 3,500 EV charging stations in 350 businesses, apartments and condos throughout the region.
- At least 10% will be installed in disadvantaged communities.
- Proposed 10 year contractual agreement with the City.
- Governor Brown's Zero-Emission Vehicle Action Plan - 1.5 million ZEVs by 2025.



Employee Survey

Survey Results

- Citywide employees surveyed 2016
- Sample Survey Questions:
 - What is your primary work location?
 - Do you own an Electric Vehicle?
 - Was the availability of EV Charging at work a deciding factor in your purchase/lease of a PEV?
 - If you have adequate charging infrastructure at your workplace, would you consider using PEV for your daily commute?
- 705 responses from City of San Diego employees



Selection Process

SDG&E Power Your Drive

- City Employee Survey (2016)
- Onsite visits
 - City staff
 - SDG&E representatives
- SDG&E Analysis
 - Engineering review
 - Infrastructure viability
- SDG&E Site Approval



Program Background

City of San Diego – Proposed Sites (194 EV chargers at 14 sites)

City of San Diego SDG&E Power Your Drive Program						
City Property Name	Address	DAC	Type of Facility	# of EV Chargers	Payment/Fee	Asset Owner
Police Headquarters	1401 Broadway, San Diego, CA 92101	Yes	Employee	8	\$ 0	SDPD
Central Operations Yard	1970 B Street, Suite 30, San Diego, CA 92102	Yes	Employee	10	\$ 0	*
Central Operations Yard	1970 B Street, Suite 30, San Diego, CA 92102	Yes	Fleet	20	\$ 0	*
Chollas Operations Yard	2797 Caminito Chollas, San Diego, CA 92105	Yes	Employee	10	\$ 0	*
Chollas Operations Yard	2797 Caminito Chollas, San Diego, CA 92105	Yes	Fleet	21	\$ 0	*
Environmental Services Department	9601 Ridgehaven Court, San Diego, CA 92123	Yes	Employee	10	\$ 0	ESD
Public Utilities Department	9192 Topaz Way, San Diego, CA 92123	Yes	Employee	10	\$ 0	PUD
Development Services Department	1222 First Avenue, San Diego CA 9	Yes	Fleet	10	\$ 0	DSD/Fire Dept.
Police Station East (Aero Drive)	9225 Aero Drive, San Diego, CA 92123	No	Fleet	10	\$ 6,300	SDPD
Police Station West	5215 Gaines Street, San Diego, CA 92110	No	Fleet	14	\$ 8,820	SDPD
Alvarado Water Treatment Plant	5540 Kiowa Drive, La Mesa, CA 91942	No	Employee	10	\$ 6,300	PUD
Rose Canyon Operations Yard	3775 Morena Boulevard, San Diego, CA 92117	No	Fleet	20	\$ 12,600	*
SDPD Mid City Division	4310 Landis Street, San Diego, CA 92105	No	Employee	9	\$ 5,670	SDPD
City Admin. Bldg. - Evan Jones Parkade	202 C Street, San Diego, CA 92101	No	Employee	12	\$ 0	READ
Civic Center Plaza	1200 Third Avenue, San Diego, CA 92101	No	Employee	10	\$ 0	READ
101 Ash Street	101 Ash Street, San Diego 92101	No	Employee	10	\$ 0	READ
Total				194	\$ 39,690	

Program Background

Program Benefits

- Minimal Fiscal Impact
- SDG&E will install, own, operate and maintain the charging stations.
 - Ability to offer EV charging capability to our employees and City vehicle fleet users without operation and maintenance costs.
 - Viable strategy to help the City achieve its CO2 reduction target goals.
- SDG&E will manage all billing costs.
 - SDG&E requires the stations to connect directly with SDG&E electric service (like a nearby transformer).



Program Background

Next Steps

- Site Selection Approval
- Each Department Submit:
 - An application (template agreement - approved by CAO)
 - Submit a Use and Occupancy Permit (template)
- Pay onetime fee (non GF source)
 - Only applicable to sites outside disadvantage communities
- Select EV equipment vendor(s)
- Schedule pre-construction meeting(s)





Thank You