

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

This SITE HOST PARTICIPATION AGREEMENT (“Agreement”) is by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“SDG&E”) and City of Chula Vista, a California chartered municipal corporation (“Site Host” or “City”). SDG&E and Site 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. Site Host and SDG&E are entering into this Agreement for participation in the *Power Your Drive* Program; and for installation and operation of Site Host’s *Power Your Drive* Facility to be known as WP180125 - City of Chula Vista – Fire Administration Bldg.

1.0 GENERAL SITE HOST REQUIREMENTS:

To participate in the *Power Your Drive* Program, Site 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. Execute a Participation Agreement.
- IV. Execute and deliver to SDG&E License for the *Power Your Drive* Facility site (***Exhibit A***).
- V. Make a participation payment as applicable.
- VI. Select an Electric Vehicle Service Provider (EVSP) option from an approved list.

- VII. Select a billing option.
- VIII. Provide a load management plan (applicable if Rate-to- Host billing option is selected).
- IX. Meet accessibility requirements of the Americans with Disabilities Act (ADA).
- X. Make charging facilities accessible to residents or employees.
- XI. Notify SDG&E in cases of vandalism, damaged or non-functioning equipment.
- XII. Promote electric vehicle usage and benefits.

2.0 IN GENERAL SDG&E 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 Site Host other than the participation payment.
- III. Provide all operation and maintenance (O&M) activities at no additional cost to Site 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. Approve load management plan (if Rate-to-Host billing option is selected; see Section 13).

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 Site 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 Site Host; or (iii) was lawfully received by Site 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 Site 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.

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 Real Property License Agreement in the form of Exhibit A attached hereto, to be executed and delivered to SDG&E together with this Agreement, and pursuant to which Site Host grants to SDG&E a license to use the Licensed Area for the purpose of designing, installing, accessing, operating, removing, inspecting, and maintaining the EVSE at the *Power Your Drive* Site.

Licensed Area: The area within Site Host's property that is licensed to SDG&E pursuant to the License attached hereto as Exhibit A and delivered to SDG&E simultaneously with this Agreement.

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 Site Host's premises, within the Licensed Area 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.

Power Your Drive Site: A Site Host location that contains one or more *Power Your Drive* Facilities.

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 Site Host.

SDG&E: San Diego Gas & Electric Company.

Site Host: The City of Chula Vista, California.

4.0 Power Your Drive FACILITY

Site Host currently has thirty-five (35) EVs in their City-wide fleet with future plans to purchase thirty (30) more EVs in 2019. The City is requesting ten (10) EV Charging Stations as described in Section 10.0 of this Agreement to support their fleet and employees that will be charging at the Fire Administration Building site.

5.0 PROMOTE ELECTRIC VEHICLE (EV) AWARENESS

Site Host shall hold an EV awareness and charging education event at least once per year for the Term (as defined below) of this Agreement at a location of its choosing for Site 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. Site 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 of this Agreement to inform Site Host of the actual impact, Site 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.

7.0 SITE LICENSE REQUIREMENTS

Site Host represents and warrants that it is the owner of certain real property described in the License 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 *Power Your Drive* Site.

8.0 RIGHT TO ACCESS

8.1 Design and Installation of *Power Your Drive* Facility: Site 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. 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 Site Host operations. A pre-construction meeting with representatives from SDG&E, its contractors and with Site Host will take place not less than one (1) week prior to start of construction.

8.2 Operation of *Power Your Drive* Facility:

8.2.1 SDG&E: Site Host shall provide SDG&E, its representatives, contractors and designees reasonable access to the *Power Your Drive* Facility at all times. This will include providing twenty-four-hour access to keys and access codes.

8.2.2 EV Drivers: Site 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. Site 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.

8.3 City Access: Except as specifically provided herein, the City, its employees, and agents (each a “City Party”, collectively the “City Parties”) have the right to access the Licensed Area in whole or in part at any time without notice to SDG&E for any purpose, as long as the City Parties do not interfere with the SDG&E’s use of the Licensed Area as described in this Agreement and the License.

9.0 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. Estimated installation milestone schedule shall be provided by SDG&E after this agreement is executed. Should the schedule require modification, SDG&E shall notify the Site Host within a reasonable amount of time of such changes.

10.0 ELECTRIC VEHICLE SERVICE PROVIDER (EVSP)

10.1 EVSP Selection. Site 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 10 type EV Charging Stations, required EVSE, associated equipment and signage. Site Host understands that only one EVSP may serve a *Power Your Drive* Site, and that the *Power Your Drive* Program does not install DC Fast Charging equipment.

10.2 EVSP Availability. If at any time during the term of this Agreement the EVSP selected by Site Host should no longer be able to provide services at no fault of the Site Host, the Site Host shall have the option of selecting an alternative EVSP approved by SDG&E. 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 10.3.

10.3 Additional EVSP services. Separate and apart from this Agreement, the Site Host's selected EVSP Provider may offer and contract directly with Site 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 *Power Your Drive* Facility Site Host to respond to the pricing signal of the *Power Your Drive* Rate.

10.3.1 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***.

11.0 RELOCATIONS

11.1 Removal: At any time during the course of this Agreement or the duration of the License, whichever is longer, should Site Host require removal of *Power Your Drive* Facility or parts thereof, other than those specifically contemplated herein, Site Host shall bear full cost and sole expense of such removal, including the depreciated value of the *Power Your Drive* Facility.

At any time during the course of this Agreement or the duration of the License, whichever is longer, should SDG&E require removal of *Power Your Drive* Facility or parts thereof, other than those specifically contemplated herein, SDG&E shall bear the full cost and sole expense of such removal and full cost and sole expense of restoration of the Licensed Area to the condition that existed prior to locating the *Power Your Drive* Facility at the Licensed Area, reasonable wear and tear excepted. If SDG&E fails to timely restore to the condition existing prior to locating the *Power Your Drive* Facility at the Licensed Area, Site Host has the right but not the obligation to cause the Licensed Area to be restored and SDG&E will pay Site Host the actual reasonable costs incurred for such restoration.

11.2 Relocations: At any time during the course of this Agreement or the duration of the License, whichever is longer, should Site Host require relocation of *Power Your Drive* Facility or parts thereof, other than those specifically contemplated herein, such relocation site shall be at the mutual agreement of SDG&E and Site Host. Such relocation shall be at sole expense of Site 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, Site Host agrees to amend the License to include the legal description of the new location.

At any time during the course of this Agreement or the duration of the License, whichever is longer, should SDG&E require relocation of any *Power Your Drive* Facility or any parts thereof, other than those specifically contemplated herein, SDG&E shall bear

the full cost and sole expense of such relocation and the full cost and sole expense of the restoration of the Licensed Area to the condition that existed prior to locating such *Power Your Drive* Facility at the Licensed Area, reasonable wear and tear excepted. If SDG&E fails to timely restore the Licensed Area to the condition existing prior to locating the *Power Your Drive* Facility at the Licensed Area, Site Host has the right but not the obligation to cause the Licensed Area to be restored and SDG&E will pay Site Host the actual costs incurred for such restoration.

12.0 DUTY TO NOTIFY

Site Host shall have the duty to notify SDG&E immediately regarding any unsafe, inoperable or damaged equipment that Site Host becomes aware of. In addition, Site 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 Site Host.

13.0 *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. Site 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 Site Host selects the Rate-to-Driver option.

13.1 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.

13.2 Rate-to-Host Billing Option. Site 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. Site 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.

13.2.1 Load Management Plan. Where the Site Host opts for the Rate-to-Host billing option, the Site 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. Site 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, Site 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.

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

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

14.0 OPERATIONAL CONDITIONS AND SITE HOST CONTACTS

Site 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, Site Host shall have two designated Site Host contacts with current and available contact information at all times.

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

14.1 Designated Contact Person for Operations

Name: Stephen Mosca

Address: 1800 Maxwell Road, Chula Vista, CA 91910

Email: smosca@chulavistaca.gov

Phone: 619-397-6149

14.2 Designated Backup Contact Person for Operations

Name: Iracsema Quilantan
Address: 1800 Maxwell Road, Chula Vista, CA 91910
Email: iquilantan@chulavistaca.gov
Phone: 619-397-6066

15.0 COMPENSATION

Under no conditions shall Site 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:

- Easements or 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

16.0 CONFIDENTIALITY

During the term of this Agreement, Site 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 Site Host as confidential the following shall apply:

16.1 Duty of Confidentiality. Throughout and after the duration of this Agreement, Site Host shall hold all Confidential Information in strict confidence. Without SDG&E’s prior written approval, Site Host shall not use, disclose, reproduce, distribute, or otherwise misappropriate any Confidential Information, nor shall Site 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.

16.2 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, Site Host shall promptly erase and destroy or otherwise return all Confidential Information and other documents or data that contain Confidential Information.

16.3 Customer Information. Site Host acknowledges and agrees that all information Site 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.

16.4. Data Security. Site 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 Site 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.

Notwithstanding the sections 16.1, 16.2, 16.3 and 16.4, SDG&E understands that Site Host is a public entity and subject to federal, state and local regulation governing public records, including the California Public Records Act (PRA). SDG&E understands and agrees that Site Host is required to comply with all such regulations, including the potential disclosure of Confidential Information, if legally required. SDG&E acknowledges and agrees that any required disclosures pursuant to the PRA, government transparency laws, or court order do not constitute a breach of this Agreement.

17.0 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 Site 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.

18.0 PERMISSION TO USE DATA

Site 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.

19.0 WAIVER

No provision of this Agreement may be waived unless agreed to by the Parties in writing. A Party’s failure to insist upon strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

20.0 DISPUTE RESOLUTION; ARBITRATION

20.1 Meet and Confer. In the event of a dispute relating to this Agreement, Site 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.

20.2 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 County, 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.

21.0 GOVERNING LAW

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

22.0 SITE HOST REPRESENTATIONS

Site 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 Site 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. Site Host represents that it is the fee title owner and has the ability to grant the License.

23.0 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.

24.0 FALSIFICATION AND MISREPRESENTATION

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

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

25.1 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 Site Host is not an agent or affiliate of any and all of SDG&E, its Implementers or other designated representatives.

25.2 Logos/ Trademarks: Site 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 Site Host's marketing, advertising, or promotional materials without express written approval from SDG&E, its Implementers or other designated representatives as appropriate.

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

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

25.5 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 Site Host which references the Site 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 Site 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 Site Host agrees to remove from circulation or otherwise discontinue the use of any such materials.

26.0 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. However, SDG&E, its Implementers or other designated representatives reserve the right to make immediate changes, without notice, as deemed necessary or in the best interest of SDG&E and its customers.

27.0 FRAUD AND DISHONESTY; COMPLIANCE WITH LAWS

Site Host and SDG&E expressly warrant and represent that they shall conduct their respective business activities without perpetrating any fraud or dishonesty on customers each respectively serves through the *Power Your Drive* Program. Site Host shall use best efforts to avoid doing any harm to SDG&E, its Implementers or other designated representatives including the brands or goodwill of same. Site Host and SDG&E 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.

28.0 BREACH OF AGREEMENT

Without limitation, and to the greatest extent allowed by law, the Parties reserve the right to seek damages and recovery for losses incurred due to any breach of this Agreement on the part of the other Party, whether intentional or unintentional.

29.0 TERMINATION AND TRANSFER

29.1 SDG&E Right to Terminate: SDG&E, its Implementers or their designated representatives may terminate, or for any duration suspend, this Agreement and Site 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. Such reasons may include but are not 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
- Any other reason(s) not in Program or ratepayers best interest

29.2 Site Host Termination: Site Host may terminate this Agreement with or without cause, at any time, and for any reason, upon written notice to SDG&E. Should a sale of property or other circumstance result in Site Host losing ability to perform its obligations per this Agreement, Site Host shall immediately notify SDG&E in writing and without delay within 10 days of Site Host knowledge of such a possibility. Upon Site Host terminating this Agreement, Site 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 11.1 of this Agreement.

29.3 Transfer of Agreement: Under no circumstance may this Agreement or parts thereof be assigned, transferred or otherwise conveyed by either Party without prior

written approval of the other Party, or its designated representative, in its sole discretion.

30.0 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:

SITE HOST:

Name: Attn: Economic Development

Address: 276 Fourth Avenue
Chula Vista, CA 91910

Name: Attn: City Attorney

Address: 276 Fourth Avenue
Chula Vista, CA 91910

SAN DIEGO GAS & ELECTRIC COMPANY:

Name: Lianna Rios

Address: 8335 Century Park Court, CP11B
San Diego, CA 92123

Email: LHRios@semprautilities.com

Name: Brittany Syz

Address: 8306 Century Park Court, CP42F
San Diego, CA 92123

Email: BSyz@semprautilities.com

31.0 AUTHORITY

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

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

33.0 ACKNOWLEDGEMENT AND TERM

The undersigned Site Host and SDG&E agree to abide by the terms of this Agreement, including all requirements included by reference. This Agreement shall be in effect for a period of 10 years from the Effective Date (the "Term").

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

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

34.0 ADMINISTRATIVE CLAIMS REQUIREMENTS AND PROCEDURES

No suit or arbitration shall be brought arising out of this Agreement against Site Host unless a claim has first been presented in writing and filed with the City of Chula Vista ("City") and acted



upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, SDG&E shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

CITY OF CHULA VISTA:

**SAN DIEGO GAS & ELECTRIC
COMPANY:**

By: _____
Signature and Date

By: _____
Signature and Date

Mayor Salas, Mayor

Printed Name and Title

City of Chula Vista

ATTEST¹

BY:

Kerry Bigelow
City Clerk

APPROVED AS TO FORM

BY:

Glen R. Googins
City Attorney

¹ Attestation signature only required if the Mayor signs the Agreement. If Mayor is not signing agreement, delete entire attestation signature block.

EXHIBIT A: REAL PROPERTY LICENSE AGREEMENT



THIS REAL PROPERTY LICENSE AGREEMENT (this “**License**”), made and entered into as of _____, 2018 (the “**Effective Date**”), by and between CITY OF CHULA VISTA, a California chartered municipal corporation, hereinafter called “**Licensor**” and SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation, hereinafter called “**Licensee**.”

This License is entered into pursuant to the SDG&E *Power Your Drive* Program Site Host Participation Agreement of even date herewith (the “**Site Host Agreement**”). Except as may be defined herein, capitalized terms used in this License shall have the meanings assigned to them in the Site Host Agreement.

Licensor hereby grants to Licensee a license to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain, and use the following facilities (“**Facilities**”) on the Premises (as described below):

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and ten (10) electric vehicle charging stations (“**EV Stations**”), and all appurtenances for the distribution of electricity to the Facilities.
2. Communication facilities, and appurtenances, which can include, Supervisory Control and Data Acquisition (“**SCADA**”).

The Facilities will be installed within the Premises as Licensee may now or hereafter deem convenient or necessary. Licensee also has the right of ingress and egress, to, from and along the Premises in, upon, over and across the Property (as defined below). Licensee further has the right, but not the duty to clear and keep this Premises clear from explosives, buildings, structures and materials.

The Premises are located on the “Property” in the County of San Diego, State of California described as follows:

All that portion of Quarter Section 164 of Subdivision of Rancho De La Nacion, according to Map thereof No. 166, filed in the Office of the County Recorder of said County of San Diego, more particularly described in a Deed recorded February 22, 2013 at Document No. 2013-0116968. (APN No: 571-330-22) WP180125- City of Chula Vista – Fire Administration

The “**Premises**” shall be 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 on the Property on or before **December 31, 2019**.

Upon the installation of Licensee’s Facilities, Licensor may survey the location of the Facilities as an “as- built” drawing(s) and prepare a metes and bounds or “center line” description(s)

of the actual location of said Facilities, at its sole cost and expense. Licensee shall then prepare an “Amendment to License”, using Licensor’s “as-built” drawing(s) and metes and bounds description(s) as a substitute and replacement to the “blanket” description contained in the paragraph above.

In order to provide adequate working space for Licensee, Licensor 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 on the Premises.

Licensor shall provide at all times, a delineated parking space surrounding each EV Station, so that each EV Station may be accessed and used by an electric vehicle for charging. Five (5) spaces shall be marked for electric vehicles only; and shall be used only while such vehicles are being charged. The remaining five (5) shall be marked for electric vehicles only, however, such vehicles do not have to be actively charging.

Licensor grants to Licensee the right to erect and maintain on the Property adjacent to the Facilities, retaining walls and/or protective barricades as may be necessary for Licensee’s purposes.

Licensor 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, on the Premises.

Licensor shall not increase or decrease the ground surface elevations on the Premises after installation of Licensee’s Facilities, without prior written consent of Licensee, which shall not be unreasonably withheld.

Licensee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to the Premises and remove roots from within the Premises whenever Licensee deems it necessary.

Licensee shall indemnify, defend, protect, and hold Licensor, its appointed and elected officials, employees, volunteers, and agents (“Licensor Parties”) harmless from and against all losses, damages, and expenses that Licensor may sustain or become liable for that result from the construction, maintenance, or operation by Licensee, its employees, agents, and contractors (“Licensee Parties”) of its facilities within the Premises. Such indemnification shall include any losses, damages, and expenses arising out of negligence or intentional acts of the Licensee Parties but excepting any losses, damages, and expenses resulting from the active negligent or intentional acts of the Licensor Parties.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Licensor shall not make or allow any excavation or fill to be made on the Premises WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

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



This License shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Licensor and Licensee.

The term of this License shall commence upon the date of execution. This License shall remain in full force and effect for ten (10) years ("License Term"). The License Term may be extended if agreed to in writing by the Parties. Upon expiration of this License, Licensee shall pay all costs and expenses to remove the Facilities and restore the Premises to the condition that existed prior to locating the Facilities at the Premises, reasonable wear and tear excepted. If Licensee fails to timely restore to the Premises to the condition existing prior to locating the Facilities at the Premises, Licensor has the right but not the obligation to cause the Licensed Area to be restored and Licensee will pay Licensor the actual costs incurred for such restoration. At any time during the License Term, should Licensor revoke the License, Licensor shall bear full cost and sole expense of such removal, including the depreciated value of the Facilities.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License this day of ____, 20__.

CITY OF CHULA VISTA

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

By: _____

Signature and Date

Signature and Date

Printed Name and Title

Printed Name and Title

APPROVED AS TO FORM

ATTEST

By: _____

Kerry Bigelow, CMC
City Clerk

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

{None}

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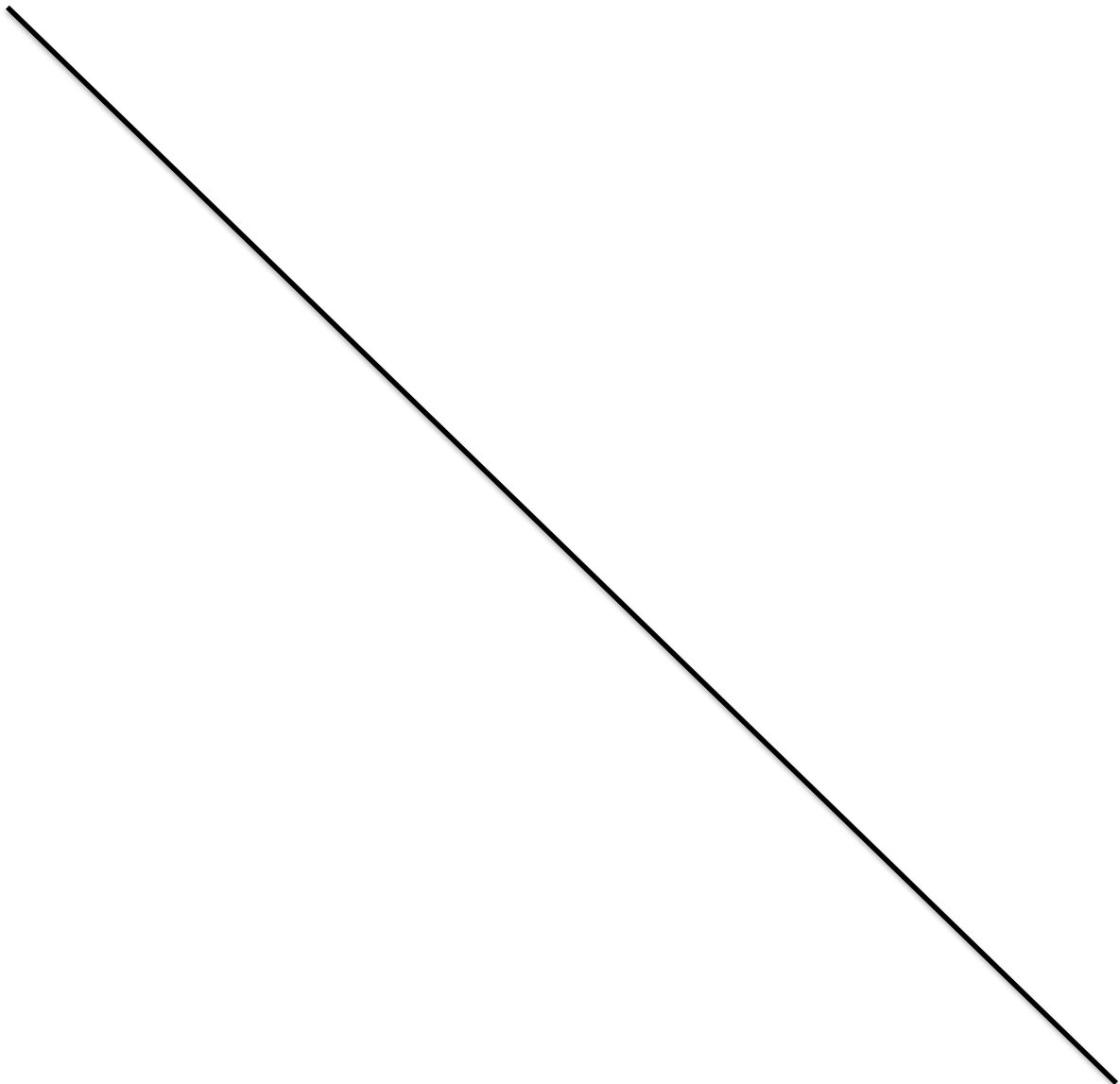


EXHIBIT C: *POWER YOUR DRIVE* GUIDING PRINCIPLES

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: SITE DESIGN CONCEPT

Site Map



Design Summary:

10 New EV Stalls (2 ADA + 8 Std)
1 Stall Lost
EV Chargers Accessible by 4 Additional Stalls (14 Total Stalls)
5 New EV Chargers:
• Bollard Type SINGLE = 0, DUAL = 5
• Wall Mount SINGLE = 0, DUAL = 0
1 New 400 Amp Meter
Connecting to Existing 1-150 HZS XFMR
408' +/- Trenching (210' +/- in asphalt)

EXHIBIT D: SITE DESIGN CONCEPT

