



**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 SAN DIEGO UNIFIED PORT DISTRICT, a California public corporation (“Site Host”). 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 WP160015 - Port of San Diego - Harbor Police

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 an Easement for recordation in the County Recorder’s Office (*Exhibit A*)
- V. Make a participation payment in the amount of \$630 per charging port, where applicable
- VI. Select an Electric Vehicle Service Provider (EVSP) option from an approved list
- VII. Select a billing option

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.

Easement: The easement that Grantor shall grant to SDG&E to enable it to design, install, access, operate, remove, inspect, and maintain the EVSE at the *Power Your Drive* Site.

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.

Grantor: The fee simple owner of the real property where the *Power Your Drive* Site is to be located pursuant to the Easement. Grantor shall be required to grant the Easement to SDG&E.

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.

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.

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 to 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 EASEMENT REQUIREMENTS

Site Host represents that the land owner (Grantor) has been consulted and has agreed to grant SDG&E the Easement required for a *Power Your Drive* Facility within 30 days of presentment by SDG&E. Additionally, Site Host represents and warrants herein that such Grantor understands and is agreeable to the minimum Easement terms per the attached form (*Exhibit A*), and further, that this Agreement may be incorporated in its entirety or parts thereof into said Easement at SDG&E's discretion, that said Easement remains with the property title upon transfer and may only be quitclaimed by SDG&E in accordance with the terms of this Agreement and the Easement.

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 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.

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 Easement, 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 as well as the potential for additional costs for losses incurred by SDG&E on behalf of ratepayers.

11.2 Relocations: At any time during the course of this Agreement or the duration of the Easement, whichever is longer, should Site Host require relocation of *Power Your Drive* Facility or parts thereof, other than those specifically contemplated herein, such relocation shall be at SDG&E's sole discretion. Should SDG&E approve relocation of such facilities, 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 either amend the Easement to include the legal description of the new location or enter into a new Easement with SDG&E.

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

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

14.1 Designated Contact Person for Operations

Name: John Forsythe

Address: 3380 N. Harbor Drive, San Diego, CA 92101

Email: jforsyth@portofsandiego.org

Phone: 619-686-6570 ext. 8130

14.2 Designated Backup Contact Person for Operations

Name: Zach Birmingham, Senior Environmental Specialist

Address: 3165 Pacific Highway, San Diego, CA 92101

Email: zbirmingham@portofsandiego.org

Phone: 619-686-6404

15.0 COMPENSATION

Except as otherwise provided in this Agreement, 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
- 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. Except as otherwise required by the California Public Records Act, California Government Code section 6250 et seq., or other applicable law, in cases where SDG&E has identified information to Site Host as confidential

other designated representatives and Site Host in writing. SDG&E, its Implementers or other designated representatives or Site Host 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

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.

21.0 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.

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 either (i) the fee title owner and has the ability to grant the Easement, or (ii) it is working with the fee title owner and such owner has the ability to grant the Easement.

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.

27.0 FRAUD AND DISHONESTY; COMPLIANCE WITH LAWS

Site 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. Site 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. Site 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.

28.0 BREACH OF AGREEMENT

Without limitation, and to the greatest extent allowed by law, SDG&E and Site Host reserves right to seek damages and recovery for losses incurred due to any breach of this Agreement on the part of Site Host or SDG&E as applicable, 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 Easement
- 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 only with written notice and SDG&E approval at its sole discretion. 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 and notwithstanding anything to the contrary contained herein this Agreement shall terminate.

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

30.0 NOTICES



on Site Host's behalf has and shall have all requisite power and legal authority to bind Site Host on whose behalf he/she is signing to Site Host'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.

33.0 ACKNOWLEDGEMENT AND TERM

The undersigned Site 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 10 years from the Effective Date.

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.

SAN DIEGO UNIFIED PORT DISTRICT COMPANY:

By: _____
Signature and Date

Printed Name and Title

SAN DIEGO GAS & ELECTRIC

By: Molly Amendt 3/21/18
Signature and Date

Molly Amendt, Clean Transportation Manager
Printed Name and Title

Approved as to form and legality:
GENERAL COUNSEL

[Signature]
By: Simon M. Kann, Deputy



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

{None}

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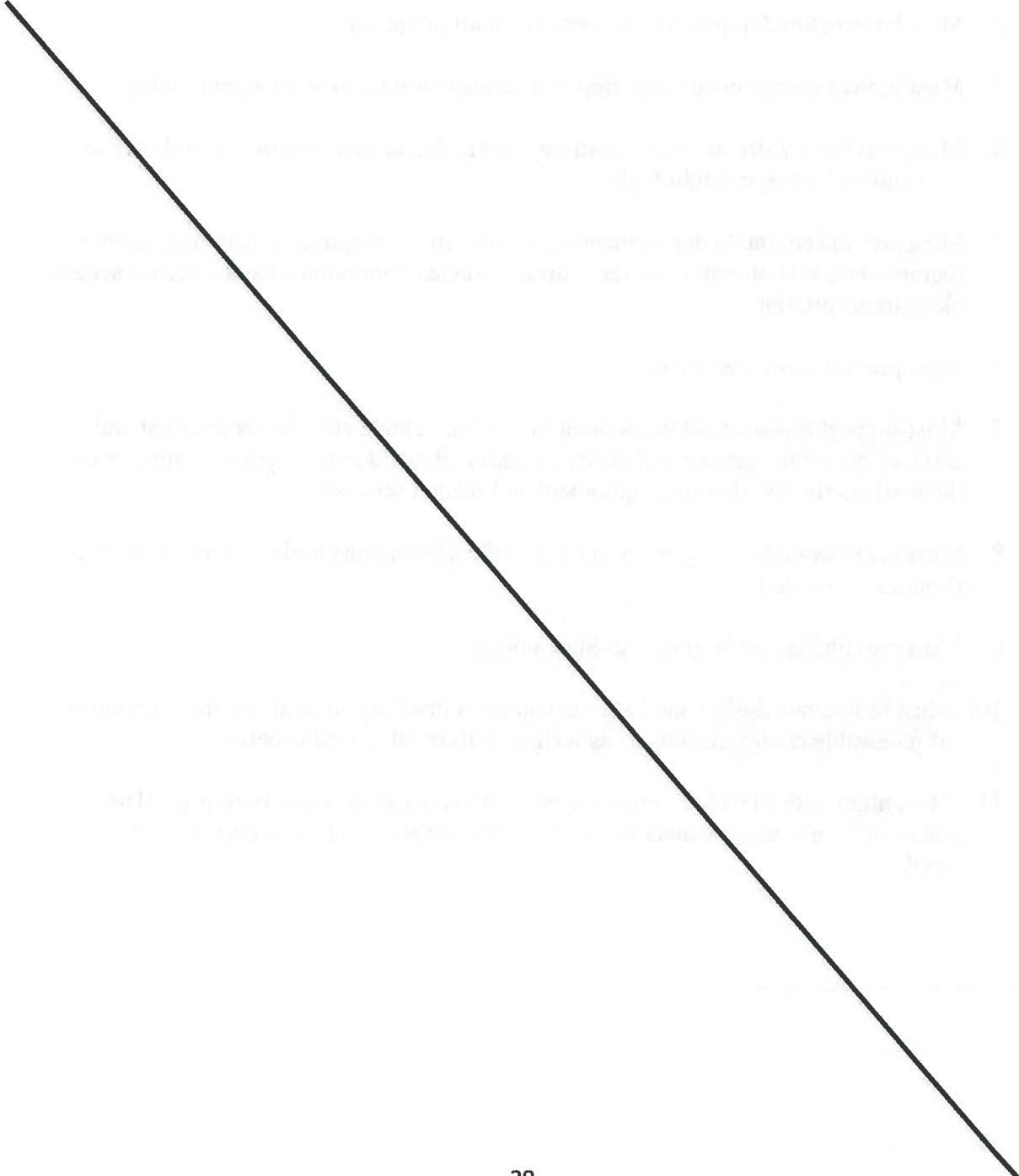


EXHIBIT E: Preliminary Site Plan

