

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	EV Charging Station Options at the Shoreline City Hall Garage
DEPARTMENT:	Public Works Department
PRESENTED BY:	Mark Relph, Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City of Shoreline currently has four Electric Vehicle (EV) charging outlets at City Hall. Staff is considering whether or not to install EV charging station infrastructure at two of the outlets on the upper deck of the City Hall parking garage that can accommodate Level 2 (240 volt) charging stations. As part of this consideration, there are policy questions for Council to consider regarding how the EV charging stations should be acquired, if at all, and how they should be managed. On October 9, the City must decide whether it would like to participate in a one-year pilot program to have ECOtality install two Level 2 charging stations at City Hall. Given the short time frame in which to make a decision, staff is also seeking policy direction from the Council on this opportunity.

RESOURCE/FINANCIAL IMPACT:

If the City participates in the ECOtality pilot program, there would be no installation costs to install the two Level 2 charging stations. However, customers utilizing the stations would be charged a fee of \$1.00 to \$2.00 per hour. The vendor would share 50% of the total revenue collected with the City depending on the final negotiated agreement. It is anticipated that the increase in City electrical utility costs would be mitigated through this revenue sharing. Additionally, if the City participates in the pilot program, the Council could choose to allow for free use of the charging stations by subsidizing the cost directly to the vendor, as well as all associated electrical utility costs. A "No Fee Access" plan can be implemented, in which the City would be billed a flat fee on a quarterly basis of \$60 per month for the two chargers, or \$180 for the quarter.

If the City chooses not to participate in the program but instead chooses to purchase its own Level 2 charging stations, approximate costs could range from \$4,000 to \$5,000 for each charger, which may not include delivery and set-up charges.

RECOMMENDATION:

Staff recommends that Council review the posed policy questions in this staff report and provide direction to staff about how to proceed.

Approved By: City Manager ____ City Attorney ____

BACKGROUND:

As EV production and purchases increase, the need for EV charging stations will become more acute. EV charging stations supply electric energy for the re-charging of plug-in electric vehicles, including all electric cars, such as the Nissan Leaf, neighborhood electric vehicles, and plug-in hybrids, such as the Chevy Volt or Toyota Prius Plug-in.

There are three types of EV charging stations, from the standard wall outlet to the extremely fast Direct Current charger, which can charge an average EV in 30 minutes to one hour. The following chart provides information on the three levels of EV charging:

Charging Level	Electrical Service	Primary Usage	Average Time to charge EV with large battery* - 0% to full charge
Level 1	120 Volt	Level 1 charging uses a vehicle connector mated with a standard single-phase 120 volt outlet - the same outlet used for common appliances. Although very slow, the benefit of Level 1 charging is that it generally doesn't require installed infrastructure and is therefore considered a highly portable charging solution.	18 hours
Level 2	240 Volt	Level 2 charging uses an outlet that is also used for larger home appliances such as washers or dryers. These chargers can be installed in the home, work place, or at retail locations. This is the most common level of public EV charging station.	4 to 8 hours
Level 3; Direct Current (DC)	400-600 Volts	Level 3 "fast charge" stations are capable of delivering a quick charge that mimics the refueling of a gas vehicle because they use Direct Current. Level 3 charging will likely be the solution of choice for public EV charging infrastructure, supporting drivers on long trips or those who may find themselves out on the road and in need of a quick refuel.	30 minutes to 1 hour

*Battery size that would be in a Nissan Leaf or Chevy Volt

The standard electrical connector for EV charging stations in North America is the SAE J1772. This standard, which was created by the Society of Automotive Engineers, is now ubiquitous on all Level 2 chargers. The picture at right shows a standard J1772 charging connector.



A critical concern for many potential EV owners and users, according to companies providing EV charging station infrastructure, is not so much the cost of charging as the need for convenience and the availability of charging stations as they travel, especially long distances. Much like gas stations, the convenience of being able to access charging stations allows the EV owner the confidence of traveling without concerns of not having the electrical power they need to get to their destination. Therefore, one of the drivers of creating customer confidence in purchasing EVs rests more with the location and network of EV charging stations than the actual cost of electrical charging.



Level 2 Charging Station – City of Bellevue

Part of this EV charging station network is obviously public charging stations. Public charging stations provide charging away from the home and allow for battery refills while EV owners are working, shopping or accomplishing other tasks. In Shoreline, there is one public charging station at Walgreens on Aurora Avenue N and N 175th Street (across the street from City Hall) and three “blink” charging stations in the parking lot outside Sears at Aurora Square. It is staff’s

understanding that the EV charging stations at both Walgreens and Sears have a fee to use. Shoreline Community College is also in the process of installing four EV charging stations on their campus, which should be available in late 2012 or early 2013. There will be no fee for the use of these stations.

Currently, there is little data regarding customer utilization behavior and access to EV charging stations. To rectify this, federal grants are becoming more available to non-profit and for-profit agencies to conduct utilization studies in order to understand the need and the resource capacity required to provide charging stations throughout the country. The data collected by these federally funded programs, would help to answer what the future market holds with respect to customer utilization behavior of these services.

At Shoreline City Hall, per the initial design to meet LEED certification, the City installed four electric charging outlets (not charging station infrastructure) in the City Hall garage – two on the lower deck and two on the upper deck. At the time, the electric charging outlets were designed to accommodate Level 1 charging for residents coming to the City for business. However, the two outlets on the upper deck were upgraded to 240 volt outlets to accommodate Level 2 charging. Currently, there is no cost to plug into the City's charging outlets.

DISCUSSION:

Given the City's upgrade of the two 240 volt outlets on the upper deck of the Shoreline City Hall parking garage, staff is considering installing two permanent Level 2 charging stations. As part of this consideration, there are policy questions for Council to consider regarding how the EV charging stations should be acquired, if at all, and how they should be managed.

Policy Question 1 – Should the City Install EV Charging Station Infrastructure?

The first policy question for Council to consider is whether installing two charging stations at Shoreline City Hall is good public policy. Given the issues identified earlier in this report regarding consumer confidence in the EV network, staff believes that having multiple charging station locations in a community provides benefits for current and future EV owners. Furthermore, there are benefits to having universally recognized infrastructure and signage that denote EV charging. Just having outlets in the City Hall garage do not provide the same sense of recognition as actual charging station infrastructure. As well, as a local government, the City of Shoreline can provide EV charging stations as a demonstration to other commercial and non-commercial entities, hopefully showing their viability and usefulness in the marketplace. Finally, given that the electrical infrastructure is already in place for Level 2 charging stations, providing the final infrastructure to complete the charging stations means that there is a marginal remaining investment required to bring the completed infrastructure to fruition.



Policy Question 2 – Should the EV Charging Station Cost Money to Use?

If the Council agrees that installing Level 2 charging stations at City Hall is good public policy, the second policy question relates to whether the charging station should be free to use, or whether the City should charge users a fee for use. As was noted earlier, the City currently gives away free electricity if EV owners plug their vehicles into the City's EV charging outlets. If charging station infrastructure is added, should this policy change? The City Attorney has indicated that the City has the authority to not charge for Level 2 charging, since as matter of current policy, the City does not charge for plugging into the existing outlets.

One question that has been posed by the Council is whether we are at a point in the market where users are willing to pay to charge their vehicle, or if local governments

have a responsibility to help stimulate the market by providing free charging. Given the short time frame with which to make a decision about a potential grant opportunity to acquire Level 2 charging stations, staff has not had the time to better understand the landscape with regards to this question. For instance, are other cities in the Puget Sound region that have Level 2 stations charging for their use? Are other commercial entities charging for use? These are questions that can be more fully explored if Council is interested in this information. Staff has confirmed that stations in the City of Edmonds charge \$2 per hour.

Policy Question 3 – Who Can Use the EV Charging Station?

Regardless of whether the EV charging station costs money to use, another consideration for Council is who should be able to use the charger? Employees? EV owners who are only performing city business? Anyone needing a charge? All of the above? Furthermore, how would a use policy, if adopted, be policed?

Policy Question 4 – How Should the City Acquire the EV Charging Station?

Although the City could acquire EV charging stations from multiple vendors, there are also other opportunities to acquire the Level 2 charging stations that would not have a budgetary impact on the City. If the City were to purchase our own Level 2 chargers, the rough cost estimate to acquire the chargers would be between \$4,000 to \$5,000 for each unit (\$8,000 to \$10,000 total), which may not include delivery and set-up charges. An alternative to outright purchase of EV charging station infrastructure is to partner with an external entity on the acquisition and installation of a charger. One option is to enter into a pilot program license agreement with ECOTality to have them install EV charging stations on our behalf. This alternative is more fully explained below.

ALTERNATIVES ANALYSIS FOR EV CHARGING STATION ACQUISITION:

1) ECOTality Pilot Program

The first alternative to acquire EV charging stations is to enter into a license agreement with ECOTality for a one-year pilot program to have them install two Level 2 “blink” charging stations on the City’s behalf. ECOTality’s program is supported by Department of Energy American Reinvestment and Recovery Act (ARRA) funds, i.e., federal stimulus funding. In order to use the charger, an EV user would have to sign up for a Blink Membership, which would allow them to use a special Blink card. EV users would be billed later based on the card’s utilization. Customer utilization data from the card would then be gathered by ECOTality to help determine consumer charging behavior.



One option in the agreement would have no cost to the City, as customers utilizing the chargers would be charged a fee ranging from \$1.00 to \$2.00 per hour based on final agreements. ECOTality would share 50% of the total revenue collected with the City. Electrical utility costs would be mitigated through revenue sharing with the supplier. A

second option as part of this agreement would be for the City to offer charging for free by paying the charge rate directly to ECOtality. A “No Fee Access” plan can be implemented, in which the City would be billed a flat fee on a quarterly basis of \$60 per month for the two chargers, or \$180 for the quarter. However, ECOtality does not advocate for free charging, as they claim that EV drivers fully expect to pay for charging in out-of-home situations.

Additionally, the City under this pilot program has the option to retain the Level 2 charging station after one year. If the City decides to retain charger, there would be on-going administrative and maintenance fees. The deadline for a decision on this pilot program has been extended to October 9, 2012.

2) Outright Purchase

The City could purchase two Level 2 charging stations outright, with policies in place as to whether the City would charge for the service and who could use the charging stations. Choosing this alternative would have a budget impact and would not yield data to assist in the federal utilization program study. As noted earlier, the cost for this alternative could be between \$4,000 and \$5,000 per station and may include additional costs for delivery and installation.

3) Explore Other Partnerships/Grant Opportunities

The City could also explore other partnership models or grant opportunities to see if other EV charging station manufacturers can provide subsidies or other cost offsets that may provide a better value to the City. Staff has not currently engaged in this level of research.

RESOURCE/FINANCIAL IMPACT:

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If the City chooses not to participate in the program but instead chooses to purchase its own Level 2 charging stations, approximate costs could range from \$4,000 to \$5,000 for each charger, which may not include delivery and set-up charges.

RECOMMENDATION:

Staff recommends that Council review the posed policy questions in this staff report and provide direction to staff about how to proceed.

ATTACHMENT:

Draft ECOtality Pilot Program License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made effective as of _____, 20__, between City of Shoreline a _____Washington_____ municipal corporation (the "Licensor"), and Electric Transportation Engineering Corporation, dba ECOtality North America, an Arizona corporation, and its successors and assigns ("Licensee") (collectively the "Parties").

RECITALS:

- A. The Licensor is the fee owner of certain real properties more particularly described on the attached Exhibit A (collectively "Licensor's Properties"), specific portions of which will be licensed to Licensee pursuant to this Agreement which licensed portions are described and depicted on the attached Exhibit B (collectively the "Licensed Premises").
- B. Licensee is the owner of the EVSE and Software (collectively the "EVSE").
- C. The United States Department of Energy ("DOE") has provided funding through the American Recovery and Reinvestment Act ("ARRA") to accelerate the development and production of electric vehicles ("EVs") in order to reduce petroleum consumption in the United States.
- D. For the use of EVs to expand drivers of EVs will require access to sufficient publicly available Electric Vehicle Supply Equipment ("EVSE") stations exist to provide for convenient re-charging of EVs in locations remote from the drivers' homes.
- E. To encourage the development and use of EVs the DOE is supporting the development of a large publicly available EV charging infrastructure in several cities in the United States, through a program known as the "EV Project," which will provide EVSE units at publicly available locations in the United States.
- F. Pursuant to the EV Project Licensee has received a grant from DOE (the "DOE Grant") to install EVSEs and to collect data relating to public use of the EVSEs. The data collected from publicly available EVSE and EV Project participants will be analyzed to determine vehicle use and charging patterns in a variety of topographies and climate conditions, to evaluate the effectiveness of the charge infrastructure deployed under the EV Project, and to support the future deployment of EV infrastructure in other regions.
- G. Licensor is interested in the outcome of the studies and other efforts being undertaken by Licensee as part of the DOE Grant, including the extent to which EVSEs on the Licensed Premises would affect energy use by Licensor and the use of EVs by members of the public.
- H. Licensee desires to obtain from Licensor certain rights over, under and across Licensor's Property for the purpose of installing, maintaining, operating and removing the EVSE to facilitate Licensee's implementation of the DOE Grant.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. *The License.* Licensor hereby grants to Licensee a revocable license to use and occupy the Licensed Premises (the "License"), on the terms and conditions stated in this Agreement, to install, maintain, and operate the EVSE for the purpose of implementing the DOE Grant.
 - 1.1. *Limited, Nonexclusive Rights.* This License is a revocable, nonexclusive, and non-possessory authorization for Licensee to enter upon and use the Licensed Premises solely for the purposes described in § 1.3 on the terms and conditions stated herein. Licensee may not use the Licensed Premises for any other purpose or in any other manner without Licensor's prior written consent. This License in no way restricts Licensor's use or conveyance of the Licensed Premises, any interest therein, or any improvements thereon, or Licensor's use of the Licensed Premises in any manner not inconsistent with the License. This License is not intended to create or convey to

Licensee an interest in real property, and may not be recorded without Licensor's prior written permission.

- 1.2. *Rights of Others.* Nothing in this License may be construed as Licensor's representation, warranty, approval, or consent regarding rights in the Licensed Premises held by other parties, and Licensee is responsible for ascertaining the rights of all third parties in the Licensed Premises and obtaining their consent to the activities described in this License as necessary or appropriate. Licensee agrees to obtain, at its sole expense, such other licenses, permits, consents and agreements as may be required to address the rights of others by other appropriate agreements, easements, privileges or other rights, whether recorded or unrecorded, and shall make its own arrangements with holders of such prior rights.
- 1.3. *Scope of License; Permitted Uses.* During the term of this Agreement Licensee shall have reasonable access to the Licensed Premises for the limited purpose of installing, maintaining, using, operating, repairing, and removing the EVSE. Licensee may not use the EVSE located on the Licensed Premises for any purpose other than to provide for EV charging, for both privately owned and car share fleet vehicles, and to collect data relating to the use of the EVSE.
- 1.4. *Condition of Premises.* Licensee agrees to accept the Licensed Premises "As Is," without warranty of any kind, express or implied. Licensee acknowledges that Licensor is not obligated to construct or install any improvements or facilities of any kind on the Licensed Premises. Licensee must use commercially reasonable efforts to maintain the Licensed Premises and any EVSE installed on the Licensed Premises in a condition satisfactory to the Licensor, including the removal from the EVSE and from any areas that are inaccessible to Licensor of graffiti and other unsightly, dangerous or offensive conditions and must not cause or permit any generation of hazardous waste. During the term of this Agreement Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon procedures to assure that the Licensed Premises are maintained in a condition that is satisfactory to both Licensor and Licensee.
- 1.5. *Condition of Licensee's EVSE.* During the term of this Agreement Licensee must maintain the EVSE in a reasonable, safe and operable condition at all times when the EVSE is installed on Licensor's Property. Licensor will have no right or responsibility to repair, maintain, or operate the EVSE. Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon measures to assure that the EVSE is maintained in operable condition and that if the EVSE is damaged or becomes inoperable that Licensee is promptly notified. Licensee will repair or replace, at Licensee's option and at Licensee's sole expense, the EVSE or parts or components thereof as Licensee deems necessary and appropriate. Licensee will not be responsible for the condition of the EVSE after the expiration or termination of this Agreement.
- 1.6. *Environmental Hazards.* Licensees agrees not to use or store, or permit to be used stored, on the Licensed Premises, gasoline or petroleum products, hazardous or toxic substances or inflammable materials, herbicides, pesticides, fungicides, algacides. Licensee may not engage in the production, location, transportation, storage, treatment, discharge, disposal, or release upon or under the Licensed Premises of any substance regulated under any local, state or federal environmental protection law or regulation.
- 1.7. *Waste, Nuisance.* Licensee shall not commit or suffer to be committed any waste or impairment of the Licensed Premises and covenants that it shall not do, nor permit to be done, on or about the Licensor's Properties any acts which may be a nuisance.
- 1.8. *Compliance with Laws.* In the exercise of any privilege granted by this License, Licensee must comply with all applicable State, municipal and local laws, and the rules, orders, regulations and other legal requirements, including laws and regulations relating to occupational safety and health and environmental protection, and all orders, writs, judgments, injunctions, decrees or awards of any court or governmental authority with jurisdiction over Licensee or the Licensed Premises. Licensee must obtain promptly

and maintain in effect throughout the term of the License all licenses, permits, authorizations, registrations, rights and franchises necessary to conduct the actions required or permitted by the License. Furthermore, Licensee will not encourage or permit any use in or upon the Licensed Premises, or any part thereof, in violation of any applicable laws, statutes, rules or regulations of any federal, state or local authority.

- 1.9. *Compliance with Licensor Requirements.* Any use made of the Licensed Premises pursuant to this License, and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a reasonable manner.
- 1.10. *Structures.* Licensee may not place or construct upon, over or under the Licensed Premises any installation or structure of any kind or character, except such as are specifically authorized herein or in writing signed by Licensor.
- 1.11. *Alterations; Damage; Restoration.* No alterations may be made by Licensee to the Licensed Premises without first obtaining the prior written consent of Licensor and, if applicable, any other person or entity having an interest in or right to use or occupy the Licensed Premises. Licensee will bear the costs and expenses, up to a maximum of \$3,500_____ per pedestal EVSE or \$_N/A_____ per wall mount EVSE, associated with performing any such alterations, including, without limitation, costs of construction and any increased operating costs resulting from such alterations. Except as may be otherwise provided in this Agreement, Licensee may not alter, destroy, displace or damage any of Licensed Premises or any neighboring property in the exercise of the privileges granted by this Agreement without the prior written consent of Licensor and any other affected landowner, and the express agreement of Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor and any other affected landowner upon demand, and at Licensee's sole cost and expense.
- 1.12. *Operation and use of EVSE.* Licensee must confine activities on the Licensed Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and must refrain from marring or impairing the appearance of the Licensed Premises, obstructing access thereto, interfering with the transaction of Licensor's business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 1.13. *Equipment/Access Revenue.*

Licensor acknowledges that Licensee is providing the initial EVSE to the site as part of a no-cost pilot program and Licensee intends to collect revenues from the EVSE.
- 1.14. *Expense.* Except as provided in § 1.11, any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License will be assumed and paid or discharged by the Licensee. Such costs shall include, but shall not be limited to, costs to install or remove the EVSE, costs to install electricity or other power supplies to serve and operate the EVSE, and costs to keep the EVSE free of graffiti and debris.
- 1.15. *Assignment.* Licensee may not assign this License nor sub-license all or any portion of the Licensee's right to use and occupy the Licensed Premises, and any purported assignment or sub-license by Licensee is void. This License does not confer on or convey to Licensee any possessory interest in the Licensed Premises, any right to exclusive possession or occupancy of the Licensed Premises, or any right of quiet enjoyment. The privileges granted to Licensee by this Agreement are personal to Licensee and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of Licensor.
- 1.16. *Subordination.* This Agreement and the License granted herein is subject and subordinate to the terms of all ground leases, superior leases, mortgages, deeds of

trust, other security instruments, and any other prior rights and matters of record now or hereafter affecting Licensor's interest in Licensed Premises.

2. *Term of License.* The License and rights granted by this Agreement will become effective as of _____, 2012 (the "Commencement Date") and unless otherwise agreed in a writing signed by both Parties will automatically expire and terminate upon the conclusion of the EV Project, which is currently scheduled for December 31, 2013 ("Expiration Date").
3. *Consideration for License.* As consideration for the License and the use of electricity used for the charging of EVs using EVSEs located on the Licensed Premises, Licensee agrees to pay the sum of \$1.00 upon execution of this Agreement. In addition, Licensee will provide Licensor reports and other information relating to the License and the use of the EVSEs, including data collected from or relating to the use of EVSE's on the Licensed Premises, provided, however, that Licensee will not be required to and will not provide to Licensor any information that is proprietary or confidential.
4. *Surrender; Removal of the EVSE.* On the expiration or any earlier termination of this Agreement, Licensee shall vacate the Licensed Premises and surrender possession of the Licensed Properties to Licensor.
 - 4.1. *Licensor's Option to Retain the EVSE upon Expiration of the Term.* Upon the expiration of the Term, Licensor, in its sole and absolute discretion, may elect to retain the EVSE. Licensor shall notify Licensee in writing delivered to Licensee not less than thirty (30) days prior to the expiration of this Agreement, whether Licensor desires to retain the EVSE on some or all of the Licensed Premises. If Licensor fails to deliver such written notice within such thirty (30) day period, Licensor will be deemed to have elected to retain the EVSE at the Licensed Premises. If Licensor elects to retain the EVSE installed at some or all of the Licensed Premises, Licensor shall become entitled to acquire from Licensee all rights, title, and interest in and to such EVSE at no additional cost, and Licensee agrees to execute and deliver to Licensor such documents as Licensor may reasonably request to evidence the transfer of title.
 - 4.2. *Removal of the EVSE by Licensee upon Expiration of the Term.* If Licensor elects not to retain the EVSE at the Properties, Licensee shall remove (at Licensee's sole cost and expense) any or all of the EVSE, and must restore the Licensed Premises to a safe and reasonable condition, as more specifically described in § 4.4 hereof. Should the Licensor elect to continue ECOTality Blink Network and EVSE support, following the Term or earlier termination thereof, such additional services shall be subject to a new written agreement to be entered into between the Parties.
 - 4.3. *Removal of the EVSE by Licensor.* If Licensor timely notifies Licensee of Licensor's election to have Licensee remove the EVSE from the Licensed Premises, Licensee will promptly remove the EVSE and restore the condition of Licensed Premises as provided in § 4.4.
 - 4.4. *Restoration.* Upon expiration or termination of the License and removal of the EVSE Licensee will, at Licensee's sole expense and to Licensor's satisfaction, restore the affected portions of the Licensed Premises to a safe condition, with the electricity to the Charger installation locations capped, the breakers turned off, and the Charger anchor/mounting bolts cut flush/removed.
5. *Termination.*
 - 5.1. *Without Cause.* This Agreement may be terminated by Licensee in writing to the Licensor, without cause, at any time and for any reason, including the termination of the EV Project or a reduction in EV Project funding, whereupon the Parties shall be fully released from their respective duties, rights, obligations and liabilities under this Agreement except as provided below.
 - 5.2. *With Cause.* This Agreement may be terminated in writing by either party for cause if either party violates any term of this Agreement and fails to cure the same within ten

(10) days of receiving written notice of such default. Upon such termination of this Agreement for cause, as its sole and exclusive remedy, Licensee shall have the right, but not the obligation, to disable or remove (at its sole cost and expense) any or all of the EVSE installed at the Location and terminate services to Licensor's. In the event that Licensee does not elect to remove the EVSE within thirty (30) days following such termination, the EVSE shall be deemed abandoned by Licensee and Licensor shall possess all rights, title and interest in and to the same.

6. *Use of the EVSE by Licensor.*

6.1. *Software License.* During the term of this Agreement, Licensee grants to the Licensor a non-exclusive and non-transferable license, to use Licensee's software in the form in which it is embedded in the EVSE on the delivery date for use in conjunction with other parts of the EVSE on the condition that the EVSE shall be used for its intended purpose only. Nothing contained in this Section shall be construed as an assignment or transfer of any copyright, design right or other intellectual property rights in such software, all of which rights are owned by the Licensee.

6.2. *Limitation of Licensee's Liability.* Licensee makes no warranty or representation, expressed, implied, oral or statutory, to the Licensor or any third party, with respect to the Software or the EVSE, including, without limitation, any warranty, condition or representation: (a) of merchantability, fitness for a particular purpose, satisfactory quality, or arising from a course of dealing, usage, or trade practice; (b) that the products will be free from infringement or violation of any rights, including intellectual property rights of third parties; or (c) that the operation of any software supplied will be uninterrupted or error free.

7. *Indemnification.* Licensee shall indemnify, defend, save and hold harmless the Licensor and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, or employees, arising out of or related to Licensee's occupancy and use of the Licensed Premises.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

8. *Insurance Requirements.* Licensee shall procure and maintain for the duration of the License, insurance against claims for injury to persons or damage to property which may arise from or in connection with the License. Licensee in no way warrants that the minimum limits contained herein are sufficient to protect the Licensor from liabilities that might arise out of the License. Licensor is free to purchase such additional insurance as Licensee determines necessary.

8.1. *Minimum Scope and Limits of Insurance:* Licensee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements.

8.1.1. *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage and broad form contractual liability coverage

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage (Damage to Rented Premises) *	\$300,000

The policy shall be endorsed to include the following additional insured language: "The Licensors shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this License."

8.1.2. *Additional Insurance Requirements.* The policies shall include, or be endorsed to include, the following provisions:

- a. On insurance policies where the Licensors is named as an additional insured, the Licensors shall be an additional insured to the full limits of liability purchased by the Licensee.
- b. The Licensee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

8.1.3. *Acceptability of Insurers.* Insurance is to be placed with insurers duly licensed or authorized to do business in the state and with an "A.M. Best" rating of not less than B+ VI. The Licensors in no way warrants that the above-required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

8.1.4. *Verification of Coverage.* Licensee shall furnish the Licensors with certificates of insurance (ACORD form or equivalent approved by the Licensors) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

9. *Notices.* All notices or other communications required or permitted to be provided pursuant to this License must be in writing and may be hand delivered, sent by United States Mail, postage prepaid, or delivered by a nationally recognized courier service. Any notice will be deemed to have been given when delivered if hand delivered, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Mail. Notices shall be addressed as follows:

To Licensors:

Company: City of Shoreline
Attn: Jesus Sanchez
Title:
Address: 17500 Midvale Ave N.
City, State, Zip: Shoreline, WA 98133-4905
Fax Number:

To Licensee:

Electric Transportation Engineering
Corporation dba ECOtality North America
Attn: Legal Department
Address 430 S. 2nd Avenue
City, State, Zip: Phoenix, AZ 85003-2418
Fax Number: 602-443-9007

10. *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated.

11. *Entire Agreement.* This Agreement and the exhibits and schedules referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.
12. *Severability.* If any terms or other provision of this Agreement or the schedules or exhibits hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.
13. *Information.* Subject to applicable law and privileges, each Party hereto covenants with and agrees to provide to the other Party all information regarding itself and transactions under this Agreement that the other Party reasonably believes is required to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes.
14. *Further Agreements.* The Parties shall execute or cause their applicable affiliates to execute such additional agreements between the Parties and/or their respective affiliates as may be reasonably necessary to effectuate the intent of this Agreement.
15. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be amended at any time by mutual consent of Licensor and Licensee, evidenced by an instrument in writing signed on behalf of each of the Parties.
16. *Amendment and Modification.* This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties hereto.
17. *Failure or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
18. *Authority.* Each of the Parties represent to the other Party that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement and (d) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.
19. *Third Party Beneficiaries.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any liability (or otherwise) against either Party hereto. Notwithstanding the foregoing, it is understood that the Licensee's rights hereunder shall inure to the benefit of Licensee's affiliates and their officers, directors and employees.

20. *Default; Remedies.* The actual or prospective failure of either party to satisfy any material obligation under this Agreement, and the breach of any material representation or warranty stated in this agreement, will be an event of default. If a party's default continues without cure for thirty (30) days after delivery of a written notice of default in the manner provided in Section 9, the other party will be entitled to terminate this Agreement for cause, and to all other remedies available at law or in equity, including damages and specific performance. The rights and remedies set forth in this agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law or equity or by statute or otherwise. Failure or delay by the Licensor to exercise any right, power or privilege will not be deemed a waiver thereof.
21. *Attorney's Fees.* If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
22. *Data Collection for DOE Grant Purposes.* During the Term of this Agreement Licensor will allow Licensee reasonable access to the EVSE, the Licensed Premises, and existing sources of electrical energy as reasonably necessary to enable Licensee to collect and transmit data regarding public use of the EVSE as may be required by the DOE Grant.
23. *Miscellaneous.* Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. Except as expressly provided herein to the contrary, when a Party is required to do something by this Agreement, it shall do so at its sole cost and expense without right of reimbursement from the other Party. Whenever one Party's consent or approval is required to be given as a condition to the other Party's right to take any action pursuant to this Agreement, unless another standard is expressly set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed.
24. *Counterparts.* This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

IN AGREEMENT, each of the Parties hereto has caused this Agreement to be duly executed as of the day and year first set forth above.

LICENSOR:

City of Shoreline

a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

**Electric Transportation Engineering
Corporation dba ECotality North America**

By:  _____

Name: Rich Feldman

Title: Pacific NW Regional Manager

Date: 9-20-2012

EXHIBIT A: Description of Licensor's Properties

NOTE: This Exhibit A may be amended from time to time to add or delete properties

Location No.	Property Address	Assessor's Parcel No.
1	17500 Midvale Ave. N Shoreline WA 98133	7770600020

EXHIBIT B: Description and/or Depiction of Licensed Premises

Location No. 1 17500 Midvale Ave N, Shoreline WA 98133 Upper Deck of parking garage

The two most westerly parking spaces along the south edge of the upper garage currently marked and supplied with EV charging .



AMENDMENT TO LICENSE AGREEMENT
CITY OF SHORELINE

This Amendment (the "Amendment") is made and entered into by and between Electric Transportation Engineering Corporation doing business as ECOtality North America an Arizona corporation (hereinafter known as "ECOtality") with offices at 430 S. 2nd Avenue, Phoenix, Arizona 85003 and City of Shoreline ("Licensor") for attachment to the Agreement dated _____, 2012 (the "Agreement").

1. This Amendment is an integral part of the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
2. This Amendment will be effective when signed by both parties.
3. Section 1 *The License*, paragraph 1.3; shall be deleted in its entirety and replaced with the following:

1.3. *Scope of License; Permitted Uses* During the term of this Agreement Licensee shall have reasonable access to the Licensed Premises for the limited purpose of installing, maintaining, using, operating, repairing, and removing two EVSEs. Licensee may not use the EVSE located on the Licensed Premises for any purpose other than to provide for EV charging, for both privately owned and car share fleet vehicles authorized by Licensor to use the Licensed Premises, and to collect data relating to the use of the EVSE

4. Section 1 *The License*, paragraph 1.11; shall be deleted in its entirety and replaced with the following:

1.11. *Alterations; Damage; Restoration* No alterations may be made by Licensee to the Licensed Premises without first obtaining the prior written consent of Licensor and, if applicable, any other person or entity having an interest in or right to use or occupy the Licensed Premises. Licensee will bear the costs and expenses associated with performing any such alterations, including, without limitation, costs of construction and any increased operating costs resulting from such alterations. If the Contractor estimate costs and expenses exceed the ECOtality installation credit for such alterations of \$3,500 per pedestal EVSE, the Agreement is automatically terminated, unless Licensor agrees in writing to accept the estimate and pay amount above the credit. If the Contractor estimate exceeds the ECOtality installation credit and the "Not to Exceed" amount of ZERO DOLLARS (\$0) , the Agreement is automatically terminated, unless Licensor agrees in writing to accept the estimate. Except as may be otherwise provided in this Agreement, Licensee may not alter, destroy, displace or damage any of Licensed Premises or any neighboring property in the exercise of the privileges granted by this Agreement without the prior written consent of Licensor and any other affected landowner, and the express agreement of Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor and any other affected landowner upon demand, and at Licensee's sole cost and expense.

5. Section 3. *Consideration for License* shall be deleted in its entirety and replaced with the following:

As consideration for the License and the use of electricity used for the charging of EVs using EVSEs located on the Licensed Premises, Licensee agrees to pay the Lessor one half of all revenue received from access fees. In addition, Licensee will provide Lessor reports and other information relating to the License and the use of the EVSEs, including data collected from or relating to the use of EVSE's on the Licensed Premises, provided, however, that Licensee will not be required to and will not provide to Lessor any information that is proprietary or confidential.

6. Section 4. *Surrender; Removal of the EVSE*, first sentence; shall be deleted in its entirety and replaced with the following:

On the expiration or any earlier termination of this Agreement for cause, or mutual agreement, Licensee shall vacate the Licensed Premises and surrender possession of the Licensed Properties to Lessor.

7. Section 5. *Termination*, paragraph 5.1; shall be deleted in its entirety and replaced with the following:

5.1 Without Cause. This Agreement may be terminated by Licensee in writing to the Lessor, without cause, at any time and for any reason, including the termination of the EV Project or a reduction in EV Project funding, whereupon the Lessor shall have 60 days to elect one of the options available upon termination under Section 4.

8. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signatures to this Amendment.

Electric Transportation Engineering Corporation
doing business as ECotality North America

By:

Name:

Title:

Date:

Lessor

City of Shoreline

By: _____

Name: _____

Title: _____

Date: _____