

Council Meeting of
August 23, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Community Development – Participation in Reconnect California
Electric Vehicle Charging Station Grant**

Recommendation

Recommendation of the Community Development Director that the City Council approve an agreement to participate in the Reconnect California Program, a grant program that would allow replacement of an existing Electric Vehicle Charging station with a new charging unit at no cost to the City.

Funding N/A

Background and Analysis

In December 2010, the City of Torrance was invited to enter into an Electric Vehicle Demonstration project sponsored by American Honda. The project also includes Google and Stanford University. Each of the participants will provide input to Honda regarding a specific facet of Electric Vehicle ownership and use, with the City providing information and research regarding the placement and installation of electric vehicle infrastructure, both from the Planning and the Building and Permitting perspectives. The City will be receiving the use of a Honda Fit-Electric Vehicle for use by various City Departments in 2011 and will be providing real world feedback regarding the use of the vehicle as well as the need for charging infrastructure throughout the community.

As a first step, the City has been in contact with Clipper Creek, a company with a grant from the State to replace outdated electric vehicle (EV) charging stations with new charging technology as part of the Reconnect California Program. The replacement units must be in locations that are available to the public; for the City, that would allow us to replace the charging station on the west side of the west annex with a new, functional charger at no cost to us. This is crucial, as we cannot take possession of the Honda Fit-EV until we have the ability to charge it.

There is also an outdated charger in the City yard, however, it is not accessible to the public and cannot be replaced under the grant. Staff is researching the possibility of replacing that unit as well as adding a second charging unit to the public station at City Hall. If the cost for the additional units and installation is feasible, they would be contracted under a separate agreement.

As we move forward in our experiment with American Honda, Torrance is concentrating on facilitating the development of an extensive Electric Vehicle (EV) charging infrastructure throughout the City with an ultimate goal of never being more than one mile away from an accessible charging station anywhere in town. In addition to working internally toward the "1 Mile, 1 Charger" goal, staff is also working with the South Bay Environmental Services Center staff to facilitate the development of an EV infrastructure plan throughout the South Bay. By coordinating such activities, staff hopes to provide recommendations for placement, use and operation of the charging units to installers, and property owners as well as coordinating functions such as permitting requirements and inspections to best facilitate the EV-movement.

The first step for successful development of EV infrastructure is proper and popular placement of the units to ensure that the chargers are used as intended on a regular basis. City staff developed an exercise known as the "Plug-(p)in Maps" where members of the public can "plug-in" a pin into aerial maps of the city to reflect their preferred location for an EV charger. This exercise was completed at various environmental functions, such as the 2011 Torrance Environmental Fair and the 2011 Honda Employee Earth Day Fair, with much success. In an effort to expand our public outreach, we have placed the exercise on the Community Development Department website, allowing greater and more broadly based input. A copy of the EV map site and survey have been attached to this item and can be found along the Spotlight column on the Community Development Department website or by visiting <http://www.torranceca.gov/22841.htm>. Members of the public can view suggestions submitted to date by fellow Torrance neighbors, businesses and employees as well as taking the two question survey themselves and suggesting EV charging station locations that they would find useful. The information gathered will be used to help in planning for future EV infrastructure resources.

As we gain a better understanding of where EV chargers would be most useful throughout the community, the next step will be looking at how best to facilitate charger installation, including streamlining the permitting process and providing information for homeowners who wish to install chargers in their homes. In addition, we will look at policy questions regarding incentives and/or requirements for electric vehicles and other alternate fuel vehicles. Possible revisions to the Municipal Code could allow implementation of policies encouraging EV infrastructure, such as additions to development standards requiring installation of EV charging stations in larger developments or provision of preferred parking for alternate fuel vehicles.

Moving forward, many of the policy questions will be brought to the Environmental Commission and then on to City Council as we work towards a comprehensive EV and alternate fuel vehicle plan for the City. In the meantime, your Honorable Body is requested to approve our participation in the Reconnect California Electric Vehicle Charging Station Grant in order to get our initial on-site EV charging infrastructure begun.

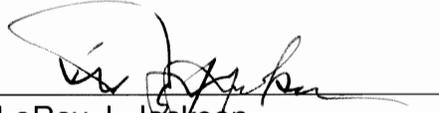
Respectfully Submitted,

JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR

By 
Linda Cessna
Deputy Community Development Director

CONCUR:


Jeffrey W. Gibson
Community Development Director


LeRoy J. Jackson
City Manager

Attachments: A) Reconnect California Agreement
B) Torrance EV Study Web page

RECONNECT CALIFORNIA CHARGE STATION AND INSTALLATION AGREEMENT

Site Owner: City of Torrance

Site Location: North east Corner of City Hall West Annex _____(Charging Site)

As an existing public electric vehicle charge station site owner ("Site Owner"), Site Owner is being provided an opportunity to upgrade one or more electric vehicle charge stations ("Charge Stations") to the new SAE-J1772™ standard (CS-40, manufactured by ClipperCreek, Inc. ("CCI") to be installed by its Program Partners, under the Reconnect California Program (the "Program"). The Program has been funded in part under the terms of PON-09-006 from the California Energy Commission ("CEC"). In order for Site Owner to receive its Charge Station upgrade and installation, Site Owner agrees to all of the following terms and conditions:

1. Grant Recipient:

ClipperCreek, Inc. Auburn, CA - Grant Recipient and Program Manager

CCI Program Partners:

EV Connect, Inc. of Huntington Beach, CA - Installer
Tom Dowling, Folsom, CA – Coordinator

2. Charge Stations. Site Owners Charge Station upgrade is set forth in this section.

CCI Model Number CS-40

Number of Charge Stations: 1

Exhibit "A" to this Agreement sets forth the specific Charge Station(s) and the location(s) in which the Charge Stations are to be upgraded and installed.

3. Shipment and Delivery. CCI will pay for the cost of standard delivery charges of the Charge Stations to Site Owner's locations. CCI shall choose the method by which Charge Stations are to be delivered.

4. Installation. (a) Installation of the Charge Stations will be performed by CCI Program Partners. Site Owner agrees to indemnify and hold harmless, CCI, CCI Program Partners, and their officers, directors, employees, shareholders from all losses, costs, expenses, claims and/or other charges incurred by any of them as a result of the failure by Site Owner to observe each of the applicable reporting, auditing and other requirements.

5. Warranty. The Charge Stations will be covered by the terms of CCI's and CCI Program Partners' standard product and installation warranties, respectively, for a period of one (1) year from the date of installation. Should Site Owner wish to obtain an extended product or installation warranties, Site Owner should contact CCI Program Partners for a description of applicable terms and conditions.

6. Additional Products and Services. In the event that Site Owner desires to purchase additional Charge Stations and/or related products or services, this transaction will be handled outside of this agreement.

7. Access to the Public. All of the Charge Stations will be installed in a manner and in locations that make them available for access and use by the general public. The Charge Stations and the facilities, in which they are located, shall be kept clean and in good repair. Site Owner agrees to maintain appropriate signage that clearly and prominently identifies and, where appropriate, provides directions to the Charge Stations so that they may be easily

located by drivers of electric vehicles. Site Owner shall promptly call CCI Program Partners, in order to arrange for the repair of any non-functioning Charge Stations.

- 8. Representations and Warranties.** Site Owner represents and warrants to CCI and CCI Program Partners that:
- (i) **Authority** -- Site Owner has the power and authority to enter into and be bound by this Agreement and to authorize the replacement or installation of the Charge Stations and any other electric vehicle charge products or services at the location(s) (the "Locations") set forth in Exhibit "A";
 - (ii) **No Violation With Existing Site Owner Electrical Supply or Other Agreements** -- Site Owner assumes all responsibility that the electrical usage of the Charge Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Site Owner is a party;
 - (iii) **Installation of Charge Stations Will Not Violate Any Other Agreements or Laws** -- Site Owner will not install or attach, or allow to be installed or attached, Charge Stations on or to infrastructure not owned by Site Owner without proper authority or consent, and will otherwise observe all applicable governmental or other restrictions (whether by agreement or otherwise) applicable to the Locations; and
 - (iv) **Compliance With Laws** -- Site Owner will comply with all applicable laws.
- 9. Further Representations and Warranties for Tenants.** If the Charge Stations are to be installed at one or more locations at which Site Owner is a tenant rather than the owner thereof, Site Owner represents and warrants to CCI that Site Owner has received all consents from its landlord(s) that are necessary for the installation of the Charge Stations in a manner that does not violate its lease. Site Owner shall promptly reimburse CCI for any costs incurred by it, any of its Authorized Distributors or Certified Network Contractors, including, without limitation, reasonable attorneys fees, as a result of the installation of Charge Stations in violation of this section.
- 10. Publicity.** Site Owner agrees to permit CCI and CCI Program Partners to use its name, in a manner reasonably approved by Site Owner, for purposes of publicizing the Program. For these purposes CCI and CCI Partners will inform Site Owner, in writing, at least ten (10) days, or less (if mutually agreed by Site Owner and CCI and CCI Partners), prior to using Site Owner's name or its intent to do so, and will provide Site Owner with copies of any press releases, advertisements or other promotional materials in which Site Owner's name is to be used for review and approval. Site Owner's consent to such use will be presumed if Site Owner does not object within five (5) days of receipt of notice from CCI and CCI Partners under this section.
- 11. Access**
- (i) **Charging Site Location.** CCI and CCI Program Partners are hereby granted access to the Site Location upon sufficient notice, to perform the site evaluation and subsequent upgrade of the Electric Vehicle Supply Equipment (EVSE) units at the Site Location.
 - (ii) **Electrical Panel.** Charging Site is aware and agrees that the upgrade project will require CCI and CCI Program Partners to have access to the electrical panel supporting the EVSE(s) and hereby agrees to make someone available to allow such access to the electrical panel as required.
 - (iii) **Additional Upgrades.** If more than one site visit is required, i.e., not all EVSE(s) are upgraded at the same time, to accommodate, smart grid upgrades or data collection Site Owner agrees to provide the same access for each visit.
 - (iv) **Removed EVSEs.** Site Owner agrees to allow CCI and CCI Program Partners to dispose of the removed EVSEs as they see fit. –

- (v) **Data Collection.** CCI and CCI Program Partners are hereby granted access to the Charging Site location for the purpose of the collection of data, which shall remain anonymous related to the EV Driver. Access shall be unrestricted except as herein stated:

No Restrictions

- (vi) **Smart Grid Upgrades.** CCI and CCI Program Partners are hereby granted access to the Charge Site location and corresponding electrical panel, upon sufficient notice, for the purpose of performing the initial site evaluation, charging station upgrade and subsequent smart grid module installation.
- (vii) **Public Database.** Charge Site grants CCI and CCI Program Partners permission to make the Charging Station Location and upgrade information publicly available through electronic databases.

12. No Amendment or Modification. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed by the party against whom the amendment, modification or waiver is to be asserted.

13. Waiver. The failure of CCI and CCI Program Partners at any time to require Site Owner's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. The failure of CCI and CCI Program Partners to exercise any of their rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by CCI and CCI Program Partners authorized representatives. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

14. Applicable law. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under this Agreement.

15. Insurance.

- (i) CCI and CCI Program Partners shall maintain, at their own expense during the term of this Agreement, Workers' Compensation & Employer's Liability, or ensure that their Agents provide the same insurance specified below with respect to their employees, contractors or subcontractors accessing the Charging Site location pursuant to this Agreement.
- (ii) CCI and CCI Program Partners shall not be required to maintain any employment related insurance for any employee, contractor or agent of Site Owner, whether or not said person is engaged in the Initial Upgrade or Access.

16. Regulations and Instructions.

- (i) CCI and CCI Program Partners agree at all times comply with all federal, state and local laws, ordinances, rules and regulations applicable to electronic vehicle charging units in California.
- (ii) Site Owner agrees at all times to comply with all federal, state and local laws, ordinances, rules and regulations applicable to hosting an electronic vehicle charging site in California. Charging Station shall indemnify and hold harmless CCI and CCI Program Partners from any 3rd party claim arising from or relating to the real property at the Charging Site used by EV Drivers use of the Charging Site.

(iii) CCI and CCI Program Partners shall only permit personnel properly instructed in the characteristics and safe handling methods associated with installation and data collection of the charging units.

17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

18. **Assignment.** Site Owner may not assign any of Site Owners rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CCI.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

CLIPPERCREEK, INC.

By:

Name:

Jason France

Title:

Chief Executive Officer

EV CONNECT INC.

By:

Name:

Jordan Ramer

Title:

Chief Executive Officer

AWARDEE

By:

Name:

Title:

CITY OF TORRANCE
A Municipal Corporation

ClipperCreek, Inc.

Jeffrey W. Gibson
Community Development Director

By: _____
Jason France
Chief Executive Officer

LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachment: Exhibit A Description of awarded charge stations and installation locations

EXHIBIT "A"**DESCRIPTION OF AWARDED CHARGE STATIONS AND INSTALLATION LOCATIONS**

Charge Station Model Number	Installation Location
SAE J1772 Compliant EVSE CCI Model CS-40	North west corner of Torrance City Hall West Annex Building

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Government : City Departments : Community Development : GIS, Mapping & Survey : **Torrance EV Study**

COMMUNITY DEVELOPMENT

Current Events & Projects

Torrance General Plan

** EV Survey

** See EV Map

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City Council

Redevelopment Agency

Energy Conservation

Environmental Quality & Energy Conservation Commission

NPDES Stormwater Program

Planning Commission

Traffic Commission

Permits & Applications

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TORRANCE ELECTRIC VEHICLE (EV) STUDY

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Torrance EV Study



The City of Torrance is currently undertaking an Electric Vehicle Infrastructure study and we need your help!

Background

In 2008, the Strategic Plan committee was formed by community members from all sectors of Torrance. The volunteers reached a consensus that "stewardship of the environment" should be a priority, and "using alternative fuels" should be among our goals to accomplish that priority. The City Council's 2010 Strategic Action Plan included various environmental initiatives, including key performance indicators (KPIs) related to the City promoting, facilitating and attracting alternative fueling resources to and within Torrance. Also, in 2010, Honda developed an EV-Fit partnership program to further cross-sector collaboration with Google, Stanford University and the City of Torrance. Each partner has a unique focus within the partnership; Torrance is concentrating on facilitating the development of an extensive Electric Vehicle (EV) charging infrastructure throughout the City with a goal of never being more than one mile away from an accessible charging station anywhere in town. In addition to working internally toward the "1 Mile, 1 Charger" goal, staff is also working with the South Bay Environmental Services staff to facilitate the development of an EV infrastructure throughout the South Bay. By coordinating such activities, staff hopes to provide recommendations for placement, use and operation of the charging units to installers, as well as coordinate functions such as permitting requirements and inspections to best facilitate the EV-movement.

Why EVs?

The City is looking to facilitate the development of the alternative fuels sector to promote job creation and lasting improvements to our environment. Torrance is committed to reducing local Green House Gas

(GHG) emissions and the development of alternative fuels is one way of doing so. Currently, the City of Torrance has propane fueling at various locations in the city, including the City Yard (20500 Madrona Avenue). Also at the City Yard is an operating Bio-Diesel Co-Operative, and construction of a Compressed Natural Gas (CNG) site is currently underway. In May 2011, Shell and Toyota Motor Sales USA, partnered to develop and open the City's first public Hydrogen fueling station. Recently, some gasoline stations have also converted some re-fueling pumps to E-85 flex fuel. Publicly accessible EV-infrastructure, however, is considerably limited given the number of EV vehicles on the road and available for sale. The Honda partnership, and the relationship the City enjoys with both Toyota and GM, present an excellent opportunity to better comprehend the demands for EV cars and EV infrastructure, while supporting the efforts to reduce emissions and support our Torrance's corporate citizens.

Public Involvement

City staff developed a an exercise known as the "Plug-(p)in Maps" where members of the public can "plug-in" a pin into aerial maps of the city to reflect their preferred location for an EV charger. This exercise was completed at various environmental functions, such as the 2011 Torrance Environmental Fair and the 2011 Honda Employee Earth Day Fair, with much success. In an effort to expand our public outreach, we have decided to go viral, and allow individuals to submit their suggestions from the comfort of their home, work place or while on the go. The suggestions received to date have been compiled on this map and are available for your review. Please take a moment to review the previously submitted comments and if you have a suggestion for a location, please share either the address or closest street intersection. There is also the ability to submit a written comment as well. If your suggested location has already been "pinned," feel free to submit the same site again, as the more pins are placed at a site, the greater the public interest is reflected for a particular property or area. Staff can then use this information for EV infrastructure resources to be used in a manner that best reflect the public's interest in EVs.

Thank You!

Jeffery W. Gibson
Community Development Director

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Electric Vehicle Infrastructure Survey



I support EV infrastructure in Torrance?*

Yes No

I suggest EV charging infrastructure at the following locations (address, intersection or business name):
Enter at least 1 response and no more than 3 responses.

1st

2nd

3rd

Who should pay for the power used during a "top-off" charge by a customer, employee or visitor to a publicly accessible charging station in Torrance?

Driver

Site Owner

Paid by:

Please share comments you may have on EVs, previously suggested charging locations and thoughts about this EV interface tool?