

**HOPKINS HRA
AGENDA
Tuesday, January 3, 2023
6:30 pm**

**THIS AGENDA IS SUBJECT TO CHANGE
UNTIL THE START OF THE HRA MEETING**

- I. **CALL TO ORDER**

- II. **ADOPT AGENDA**

- III. **CONSENT AGENDA**
 - 1. Approve Minutes of the December 6, 2022 regular meeting
 - 2. Approve Minutes of the December 20, 2022 special meeting
 - 3. Approve Disbursements through December 20, 2022
 - 4. Entering into a Contract with HOURCAR Carshare Pilot Project (HRA2023-01)

- IV. **ADJOURN**

**MINUTES OF THE HRA REGULAR MEETING PROCEEDINGS
TUESDAY, DECEMBER 6, 2022**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins Housing and Redevelopment Authority was held on Tuesday, December 6, 2022 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Beck, Hunke and Garrido attending. Others attending included Executive Director Mornson and Assistant Executive Director Elverum.

ADOPT AGENDA

Motion by Garrido. **Second** by Balan.

Motion to Adopt the Agenda.

Ayes: All.

Nays: None. Motion carried.

CONSENT AGENDA

Motion by Balan. **Second** by Hunke.

Motion to approve the Consent Agenda.

1. Approve Minutes of the November 1, 2022 regular meeting
2. Approve Disbursements through November 29, 2022
3. Approve State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension Joint Powers Agreement with the Hopkins HRA

Ayes: All.

Nays: None. Motion carried.

ADJOURNMENT

There being no further business to come before the HRA and upon a motion by Balan, second by Garrido, the meeting was unanimously adjourned at 7:01 p.m.

Patrick Hanlon, Mayor

Michael J. Mornson, Executive Director

**MINUTES OF THE HRA SPECIAL MEETING PROCEEDINGS
TUESDAY, DECEMBER 20, 2022**

CALL TO ORDER

Pursuant to due call and notice thereof a special meeting of the Hopkins Housing and Redevelopment Authority was held on Tuesday, December 20, 2022 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Patrick Hanlon called the meeting to order with Council Members Hunke, Garrido and Balan attending. Council Member Beck was absent. Others attending included Executive Director Mornson and Assistant Executive Director Elverum.

ADOPT AGENDA

Motion by Balan. **Second** by Hunke.

Motion to adopt the Agenda.

Ayes: All.

Nays: None. Absent: Beck. Motion carried.

CONSENT AGENDA

Motion by Garrido. **Second** by Balan.

Motion to approve the Consent Agenda

1. Adoption of a modification to the Hopkins Housing and Redevelopment Authority's Spending Plan for Tax Increment Financing Districts No. 1-2, No. 2-9 and No. 2-11.

Ayes: All.

Nays: None. Absent: Beck. Motion carried.

ADJOURNMENT

There being no further business to come before the HRA and upon a motion by Hunke, second by Garrido, the meeting was unanimously adjourned at 6:32 p.m.

Patrick Hanlon, Mayor

Michael J. Mornson, Executive Director

Accounts Payable

Checks by Date - Summary by Check Date

User: klindbery
Printed: 12/22/2022 9:22 AM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
15642	106	C. NABER & ASSOCIATES	12/07/2022	0.00	346.00
15643	102	CENTERPOINT ENERGY	12/07/2022	0.00	2,886.68
15644	1	CITY OF HOPKINS	12/07/2022	0.00	18,753.64
15645	137	FINKEN	12/07/2022	0.00	12.60
15646	103	HANCE ACE HARDWARE	12/07/2022	0.00	13.98
15647	115	NAHRO MN	12/07/2022	0.00	350.00
15648	228	THOMAS PERRY	12/07/2022	0.00	200.00
15649	116	PLUNKETT'S PEST CONTROL	12/07/2022	0.00	200.00
15650	118	VAIL PLACE	12/07/2022	0.00	6,620.83
15651	112	VERIZON	12/07/2022	0.00	109.19
15652	119	XCEL ENERGY	12/07/2022	0.00	3,447.16
Total for 12/7/2022:				0.00	32,940.08
15653	221	CINTAS CORPORATION	12/20/2022	0.00	174.90
15654	120	CITY OF HOPKINS	12/20/2022	0.00	4,610.91
15655	135	INTERSTATE POWER SYSTEMS	12/20/2022	0.00	1,190.49
15656	229	MANOR ELECTRIC INC.	12/20/2022	0.00	170.00
15657	122	MIDWEST MAINTENANCE & MECHANICAL	12/20/2022	0.00	165.00
15658	147	VALUE PLUS FLOORING	12/20/2022	0.00	970.94
Total for 12/20/2022:				0.00	7,282.24
Report Total (17 checks):				0.00	40,222.32



CITY OF HOPKINS

Administration

HRA Report 2023-01

To: Honorable Board Chair and HRA Board Members
Mike Mornson, City Manager

From: PeggySue Imihy Bean, AICP, Management Analyst

Date: January 3, 2023

Subject: Entering into a Contract with HOURCAR Carshare Pilot Project

RECOMMENDED ACTION
MOTION TO APPROVE THE MULTIFAMILY EV CARSHARE PILOT PROJECT WITH HOURCAR.

OVERVIEW

The City of Hopkins and the City of Hopkins HRA has applied to HOURCAR and Xcel Energy to participate in a pilot project which would install two electric vehicle charging stations and provide two (2) [Evie community carshare](#) vehicles at Dow Towers. This program is focused on providing low-income, multi-family residential buildings with access to an electric vehicle at a low cost. The HRA would enter into the agreement for 18 months, at which point the HRA or HOURCAR can choose to continue the program based on use. The charger is scheduled to be installed at Dow Towers by June 30, 2023.

In the event the program is discontinued, the charger will remain at Dow Towers, and could be converted to a ChargePoint charger which would generate revenue. This revenue could be kept as a profit, or used to offset electricity costs or hard costs associated with the charger. Due to limited funds in the HRA, the City would cover any costs associated with the charger.

The lease has been reviewed by the City Attorney and staff find the terms acceptable. Staff recommends entering into the carshare pilot with HOURCAR to be located at Dow Towers.

SUPPORTING INFORMATION

- Dow Towers EV Shared Parking Agreement
- Dow Towers HOURCAR Agreement



MULTIFAMILY ELECTRIC VEHICLE SHARED PARKING CUSTOMER AGREEMENT

THIS ELECTRIC VEHICLE MULTI-DWELLING UNIT SERVICE AGREEMENT (SHARED PARKING) (the "Agreement"), is made on the date last executed ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation, doing business as Xcel Energy ("Xcel Energy"), 414 Nicollet Mall, Minneapolis, Minnesota 55401, and _____ ("Customer") having an address of _____ Customer and Xcel Energy may be referred to herein individually as a "Party" or collectively as the "Parties."

The Parties hereto, each in consideration of the promises of the other in this Agreement, agree as follows:

1. DEFINITIONS

- "Affordable Housing Multi-Dwelling Unit" means units certified through the Low-Income Renter Certification process as described in the Minnesota Department of Commerce's Conservation Improvement Programs (CIP) Policy Guidelines: Low-Income Programming in Multifamily Buildings with 5+ Units.
- "Applicable Laws" means all applicable federal and state laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any governmental entity having jurisdiction over the electric vehicle ("Electric Vehicle" or "EV") Multi-Dwelling Unit services set forth in this Agreement, the practices involved in the EV Multi-Dwelling Unit services set forth in this Agreement, or any work Xcel Energy or Customer performs relating to this Agreement.
- "Buyout Amount" means an amount equal to the EV Supply Infrastructure Costs reduced by ten percent (10%) for each full calendar year between the In-Service Date and the date of termination of the Agreement. By way of example only, if the Agreement is terminated eighteen (18) months after the In-Service Date, and Customer is required to pay the Buyout Amount in accordance with Section 5 of this Agreement, the Buyout Amount payable by Customer would be equal to ninety percent (90%) of the EV Supply Infrastructure Costs. In the event the Agreement is terminated by Customer under Section 5.1 or terminated by Xcel Energy for Customer's breach under Section 5.2.3 prior to the In-Service Date, the Buyout Amount shall equal the EV Supply Infrastructure Costs.
- "Calendar Days" means every day shown on the calendar, beginning and ending at midnight.
- "Charging Equipment" means the electric vehicle charging equipment installed at the Customer Location which is used to deliver electricity from the EV Supply Infrastructure to an electric vehicle. Charging Equipment includes the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices (including the charger), power outlets, or apparatuses associated with the installed device, but does not include EV Supply Infrastructure.
- "Customer-Supplied Charging Equipment" means all Charging Equipment that is not Optional Charging Equipment.
- "Customer Location" means _____
- "Dispute" means a disagreement between Xcel Energy and Customer that arises under, or that relates to, the Agreement.
- "EV Driver" means a Multi-Dwelling Unit resident who uses the Charging Equipment at the Customer Location to charge an electric vehicle.
- "EV Service Connection" means all equipment for the service connection on the utility's traditional side of the point of connection, which includes necessary transformer upgrades, pads, poles, new service conductors, as well as metering equipment for EV charging separate from any existing service at the site.
- "EV Supply Infrastructure" means service panels, conduit, and wiring from the service connection to the charger stub. EV Supply Infrastructure does not include the line extension necessary to connect Xcel Energy's distribution system to the service connection and does not include the Charging Equipment.
- "EV Supply Infrastructure Costs" means the total costs and expenditures incurred by Xcel Energy to procure, design, construct, and install the EV Supply Infrastructure at the Customer Location, including but not limited to costs of labor, labor loading, materials, transportation, overhead, indirect allocated costs, any allowance for funds used during construction ("AFUDC"), and any other capital related expenditures.
- "Facilities" means any privately, publicly, or cooperatively owned line, system, and/or other utility item that produces, transmits, or distributes communications, power, cable, television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately-owned irrigation system. Any necessary appurtenances to each Facility are considered a part of the Facility.
- "Force Majeure Event" means fire, flood, explosion, catastrophe, accident, declared war, riot, act of God, act of terrorism, insurrection, strike, and Applicable Laws that prevent performance, to the extent (i) such event is beyond a Party's control, that due diligence and use of reasonable efforts by the Party claiming the Force Majeure Event could not have avoided or prevented, (ii) that materially and adversely affects a Party's ability to meet its obligations under this Agreement, and (iii) the Party claiming the Force Majeure Event gives prompt written notice of the same to the other Party. A Force Majeure Event does not include events due to the acts or omissions of the Party claiming the Force Majeure Event.
- "In-Service Date" means the date the EV Supply Infrastructure has been completed for the specific Customer Location and is ready for Customer to use, if Customer chooses to procure its own Charging Equipment. If Customer chooses to use Optional Charging Equipment, the In-Service Date means the date that EV Supply Infrastructure has been completed for the specific Customer Location and is ready for

Customer to use, and the Optional Charging Equipment at the Customer Location has been installed, connected, tested, and is ready to use by Customer. Following the installation and testing of the EV Supply Infrastructure, and Optional Charging Equipment, as applicable, at the Customer Location, the Parties will mutually agree upon and document the In-Service Date applicable to the Customer Location.

- “Multi-Dwelling Unit” includes apartment buildings, condominiums, and mixed-use buildings where EV Drivers currently reside. “Multi-Dwelling Unit” does not include townhouses, row houses, mobile homes, and single-family homes owned by individual residents.
- “Not Public Data” has the same definition as under Minn. Stat. § 13.02, subd. 8a, and means any Customer or Xcel Energy data which is classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.
- “Program” means the Xcel Energy Multi-Dwelling Unit Shared Parking Program.
- “Optional Charging Equipment” means Charging Equipment which is supplied and installed by Xcel Energy at Customer’s option pursuant to Section 3.2.
- “Working Days” means any Calendar Day, excluding Saturdays, Sundays, and legal public holidays, as set forth in 5 U.S.C. § 6103(a).

2. ELIGIBILITY AND AVAILABILITY

- 2.1 To be eligible to participate in the Program and prior to Xcel Energy undertaking any Xcel Energy responsibility set forth in Section 4, Customer must provide documentation acceptable to Xcel Energy evidencing that Customer meets all the following requirements (the “Customer Requirements”):
- 2.1.1 Qualify as a non-residential electric customer of Xcel Energy in Minnesota;
- 2.1.2 Own or lease the Customer Location, or be Xcel Energy’s customer of record associated with the premise’s electric service meter at the Customer Location;
- 2.1.3 Provide express written consent, in a form acceptable to Xcel Energy in its sole discretion, from the owner of the Customer Location to grant Xcel Energy the appropriate real property rights and continuous access to EV Supply Infrastructure and Optional Charging Equipment, as applicable, installed, owned, and maintained by Xcel Energy, including any necessary license agreements or easements signed by the owner of the Customer Location and approved by Xcel Energy;
- 2.1.4 Provide proof, acceptable to Xcel Energy in its sole determination, that the Customer Location provides long-duration (at least eight (8) consecutive hours) parking for Multi-Dwelling Unit residents;
- 2.1.5 Commit to installing a minimum of four (4) charging ports per market-rate Customer Location or a minimum of two (2) charging ports per Affordable Housing Multi-Dwelling Unit Customer Location;
- 2.1.6 During the Term, agree to take electric service to the Charging Equipment on one of Xcel Energy’s published A92 or A93 rates, or any rate that replaces A92 or A93 rates;
- 2.1.7 If Customer chooses to use the Optional Charging Equipment, commit to paying the monthly bundled customer charge as provided in Xcel Energy’s electric tariff;
- 2.1.8 All Charging Equipment electric load will be separately metered from any other load served at the Customer Location;

- 2.1.9 If Customer does not choose to use Optional Charging Equipment, provide proof, acceptable to Xcel Energy in its sole determination, that Customer has purchased and has the ability, financial, technical, or otherwise, to install Charging Equipment that meets Xcel Energy’s technical and safety standards, demonstrates interoperability, cyber security, and smart charging capabilities that enable Customer to participate in managed charging rates or programs;
- 2.1.10 Provide proof, acceptable to Xcel Energy in its sole determination, that Customer can provide demonstrated support of its ability to utilize the EV Supply Infrastructure within six (6) months of its In-Service Date; and
- 2.2 To be eligible to receive EV Supply Infrastructure, Customer must also provide documentation acceptable to Xcel Energy evidencing that the Customer Location meets the following requirements (the “Customer Location Requirements”):
- 2.2.1 Be located in Xcel Energy’s electric service territory;
- 2.2.2 Meet Xcel Energy’s minimum safety, accessibility, convenience, and reliability requirements;
- 2.2.3 Be able to provide a location acceptable to Xcel Energy, in Xcel Energy’s sole determination, to deploy Charging Equipment in a cost-effective manner, based on factors such as proximity to transformers, length of trenching, available transmission and distribution capacity, and ease of access for electric vehicle drivers, as determined by Xcel Energy in its sole discretion; and
- 2.2.4 Takes, or is eligible to take, Commercial or Industrial secondary voltage service under Xcel Energy’s Minnesota electric tariff and not taking Commercial and Industrial primary voltage service at the Customer Location.

3. CUSTOMER RESPONSIBILITIES

- 3.1 Except for the costs incurred by Xcel Energy to undertake the responsibilities set forth in Section 4 of this Agreement, Customer will pay all other costs associated with this Agreement.
- 3.2 Customer may opt to either purchase, supply, and install Charging Equipment itself or have Xcel Energy supply and install Charging Equipment in connection with the Program. If Customer opts to have Xcel Energy supply and install Optional Charging Equipment, Customer must notify Xcel Energy of its decision within thirty (30) Calendar Days of the Effective Date and select Xcel Energy-approved Optional Charging Equipment subject to ongoing monthly rates applicable for such equipment under Xcel Energy’s published A93 rate. For Customers opting to have Xcel Energy provide Optional Charging Equipment, Customer’s monthly bill will include a charge for the installed cost of all Optional Charging Equipment supplied and installed by Xcel Energy.
- 3.3 If Customer has selected Optional Charging Equipment, Customer may subsequently decide to replace the Optional Charging Equipment with Charging Equipment purchased, supplied, and installed by Customer upon thirty (30) days’ notice to Xcel Energy, during which time Xcel Energy and Customer can coordinate a mutually agreeable time for Xcel Energy to remove the Optional Charging Equipment at no cost to Customer. Once Xcel Energy has removed the Optional Charging Equipment from the Customer Location, on a going-forward basis, the terms in this Agreement concerning Customer-Supplied Charging Equipment will apply, and the terms in this Agreement concerning Optional Charging Equipment shall no longer apply.
- 3.4 Customer will comply with Xcel Energy’s safety and technical specifications.

- 3.5 Customer will assist in coordinating installation and maintenance of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, at the Customer Location with Xcel Energy and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, or subcontractors, who provide services in connection with installing and maintaining the EV Supply Infrastructure and Optional Charging Equipment. This will include issuing or obtaining any necessary license and right to allow Xcel Energy and its contractor(s) access to the Customer Location for the installation and maintenance of the EV Supply Infrastructure and Optional Charging Equipment. Customer will also meet regularly with Xcel Energy to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment installation status.
- 3.6 Unless Customer opts to have Xcel Energy supply and install the Optional Charging Equipment, Customer will be responsible for the procurement of all necessary Charging Equipment (i.e. Customer-Supplied Charging Equipment) for the Program at the Customer Location that meet the Customer Requirements within thirty (30) Calendar Days of the Effective Date, and shall provide proof of such purchase to Xcel Energy. Failure to provide proof of purchase within thirty (30) Calendar Days after the Effective Date will void any of Xcel Energy's obligations under Section 4 of this Agreement, and Xcel Energy may terminate, in its sole discretion, this Agreement immediately upon written notice to Customer in the event of such failure.
- 3.7 Customer will provide Xcel Energy with accurate and complete information in order to permit Xcel Energy to successfully install and complete the EV Supply Infrastructure and Optional Charging Equipment, as applicable, for the Program. Customer consents to and permits Xcel Energy and its contractor(s), including any applicable Charging Equipment, manufacturers, vendors, and subcontractors, who provided services in connection with installing and maintaining the EV Supply Infrastructure and Optional Charging Equipment, as applicable, to have remote access in order to access, collect, and share data from the Charging Equipment with respect to charging activity, vehicle usage, and technical performance (the "Data") during the Term of this Agreement for purposes of managing and administering the Program. Xcel Energy shall not be prohibited or restricted from disclosure or use of any Data, information, or documents it receives from Customer, nor is Xcel Energy prohibited or restricted from disclosing documents or information Customer provides pursuant to this Agreement in connection with any legal or regulatory proceeding.
- Except for information or documents properly designated by Customer as "Not Public Data," Xcel Energy shall not be prohibited or restricted from disclosure or use of any Data, information, or documents it receives from Customer, nor is Xcel Energy prohibited or restricted from disclosing "Not Public Data" in connection with any legal or regulatory proceeding, provided Xcel Energy provides Customer with notice pursuant to Section 7.9.
- 3.8 Customer will pay for power consumed by the EV Supply Infrastructure and dispensed from the Charging Equipment under Customer's applicable rate from Xcel Energy's published A92 or A93 rates. If Customer selects Optional Charging Equipment, Customer will also pay the ongoing monthly rate applicable for such equipment under Xcel Energy's published A93 rate.
- 3.9 The rates Customer will charge Consumers for using the Charging Equipment at Customer Location will reflect the on-peak, mid-peak, and off-peak time periods of the A92 or A93 service rate schedule, or any subsequent service rate schedule. Customer may opt out of this default arrangement at its discretion to set pricing that reflects other considerations or needs, provided that the prices Customer charges to Consumers are reported to Xcel Energy.
- 3.10 If Customer opts to provide the Charging Equipment, within six (6) months of the In-Service Date of the EV Supply Infrastructure, Customer must install the Charging Equipment at the Customer Location sufficient to fully utilize the EV Supply Infrastructure.
- 3.11 If Customer opts to provide the Charging Equipment, after installation of both the Charging Equipment and EV Supply Infrastructure is completed, Customer will operate and maintain the Charging Equipment installed by Customer at the Customer Location for the Term of this Agreement and guarantees the safe and reliable operation of the Charging Equipment installed by Customer in accordance with Applicable Laws. During the Term, Customer grants Xcel Energy and its officers, agents, representatives, employees, and contractors a right of ingress, egress, and physical disturbance to the Customer Location on a seven (7) day, twenty-four (24) hour per day basis as required to construct, install, maintain, operate, repair, and remove EV Supply Infrastructure and Optional Charging Equipment, as applicable, in accordance with the provisions of this Agreement. The general manner of such ingress and egress is subject to coordination with Customer.
- 3.12 After installation of both the Charging Equipment and EV Supply Infrastructure is completed, Customer will make the Charging Equipment at Customer Location available for EV charging seven (7) days per week and twenty-four (24) hours per day, and for EV Drivers for at least eight (8) consecutive hours daily, except at times when the Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair.
- 3.13 If Customer opts to provide the Charging Equipment and does not select the Optional Charging Equipment, Customer guarantees the Charging Equipment at Customer Location will be in full working order and available for EV charging at least 95 percent of the time annually.
- 3.14 Customer will promptly notify Xcel Energy in the event Customer becomes aware that the Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair.
- 3.15 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure or Optional Charging Equipment, as applicable, that is not caused by Xcel Energy or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Customer may either request that Xcel Energy replace the necessary equipment at Customer's expense or terminate this Agreement pursuant to Section 6.1 and pay Xcel Energy the Buyout Amount as set forth in Section 6.1.
- 3.16 Customer will maintain the area surrounding the EV Supply Infrastructure and Charging Equipment, including but not limited to, pavement maintenance, pruning of vegetation, snow removal, and the repair of security lighting.
- 3.17 Customer may remedy minor issues with the EV Supply Infrastructure and Optional Charging Equipment, as applicable, that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers. Customer will provide the required contribution in aid of construction, as described in Section 4 below specifically, and in Section 5 of the General Rules and Regulations (Section 6) of the Company's Minnesota Electric Rate Book generally.
- 3.18 It is Customer's responsibility to maintain the Charging Equipment that is not Optional Charging Equipment.
- 3.19 Customer will participate in surveys initiated by Xcel Energy and provide feedback about the Pilot Project. Customer will permit Xcel Energy to conduct surveys of EV drivers and potential EV drivers, as applicable, related to end-user satisfaction of the Pilot Project, and electric vehicles and electric vehicle charging infrastructure in general. Xcel Energy may freely use such feedback without restriction.

4. PROGRAM FINANCIAL SUPPORT

- 4.1 Xcel Energy will be responsible for costs associated with the installation and maintenance of the EV Service Connection and EV Supply Infrastructure for qualified Affordable Housing Multi-Dwelling Unit Program participants.
- 4.2 Xcel Energy will be responsible for varying levels of cost associated with the installation and maintenance of the EV Service Connection and EV Supply Infrastructure for non-Affordable Housing Multi-Dwelling Unit Program participants (with program participants responsible for the remainder of costs) as follows.
 - 4.2.1 Xcel Energy will be responsible for all costs associated with the installation and maintenance of the EV Service Connection and EV Supply Infrastructure for participants in Tranche 1 of the pilot.
 - 4.2.2 Xcel Energy will be responsible for \$1,000 per port for EV Service Connection costs and 50% of costs for EV Supply Infrastructure for participants in Tranche 2 of the pilot. Participants will be responsible for all other costs associated with the installation and maintenance of the EV Service Connection and EV Supply Infrastructure.
 - 4.2.3 Xcel Energy will be responsible for \$1,000 per port for EV Service Connection costs for participants in Tranche 3 of the pilot. Participants will be responsible for all other costs associated with the installation and maintenance of the EV Service Connection and EV Supply Infrastructure.

5. XCEL ENERGY RESPONSIBILITIES

- 5.1 Xcel Energy and/or qualified and competent contractors hired by Xcel Energy will prepare construction drawings ("Construction Drawings") for the EV Supply Infrastructure and Optional Charging Equipment, as applicable, at location(s) within the Customer Location determined by Customer in coordination with Xcel Energy. The Construction Drawings will show the proposed EV Supply Infrastructure and Optional Charging Equipment, as applicable, and its location(s) within the Customer Location. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure, Customer must approve the Construction Drawings. Once approved, the Construction Drawings may be modified only with the mutual consent of both Parties.
- 5.2 Xcel Energy will prepare and coordinate the EV Supply Infrastructure and Optional Charging Equipment, as applicable, installation schedule ("Installation Schedule") with designated Customer staff as to minimize disruption to Customer's operations. Xcel Energy will also meet regularly with Customer staff to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment status. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, Customer must approve the Installation Schedule. Once approved, the Installation Schedule may be modified only with the mutual consent of both Parties.
- 5.3 Xcel Energy will install the EV Supply Infrastructure and Optional Charging Equipment, as applicable, pursuant to the Installation Schedule and consistent with the Construction Drawings in a good and workmanlike manner, with qualified and competent contractors, in compliance with all applicable codes and engineering standards, and in compliance with all Applicable Laws.
- 5.4 Except as otherwise provided in this Agreement, Xcel Energy will retain title and ownership of the EV Supply Infrastructure and Optional Charging Equipment, as applicable, once installation and commissioning are completed. Customer shall acquire no right, title,

or interest in any portion of the work performed by Xcel Energy or Xcel Energy's equipment, EV Supply Infrastructure, Optional Charging Equipment, or Facilities unless transferred to Customer under the provisions in Section 6. The work constructed and installed by Xcel Energy shall be and remain the personal property of Xcel Energy, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Customer or any third party for the Term of this Agreement, and Customer shall not allow lien claims, third-party interest, or any encumbrances to be placed on the work, EV Supply Infrastructure, and/or Optional Charging Equipment. Xcel Energy shall not permit any mechanics' or other liens to be placed on Customer property during the Term of this Agreement caused by or resulting from any work performed, materials, or supplies furnished by or at the request of Xcel Energy or its contractors.

- 5.5 Xcel Energy shall own, operate, and maintain, at its own expense, the EV Supply Infrastructure and Optional Charging Equipment, as applicable, at the Customer Location for the Term of this Agreement, unless terminated earlier as provided herein. Xcel Energy may engage one or more third-party contractors to complete its obligations under this Agreement. Xcel Energy shall not knowingly award contracts to contractors who have been or are suspended or debarred by the State of Minnesota or the United States. Xcel Energy shall be responsible for supervising any third-party contractor it chooses to retain.
- 5.6 After installation of, and while Xcel Energy owns, the EV Supply Infrastructure and Optional Charging Equipment, as applicable, Xcel Energy shall conduct emergency repairs on the EV Supply Infrastructure and Optional Charging Equipment on an as needed basis in accordance with the following:
 - 5.6.1 Requests for emergency repairs can be made by Customer or Xcel Energy staff.
 - 5.6.2 Customer's requests for repair shall be made via telephone, email, or text message to an agreed-upon representative at Xcel Energy.
 - 5.6.3 All emergency repairs shall be completed by qualified technicians selected by Xcel Energy.
 - 5.6.4 Emergency repair service calls shall begin with inspection of malfunctioning EV Supply Infrastructure or Optional Charging Equipment, as applicable, a diagnosis of the potential issue, and an expected time required for repair.
 - 5.6.5 Xcel Energy shall use commercially reasonable efforts to repair the EV Supply Infrastructure or Optional Charging Equipment, as applicable, in a timely manner.
- 5.7 After installation of, and while Xcel Energy owns the EV Supply Infrastructure and Optional Charging Equipment, as applicable, Xcel Energy may inspect the EV Supply Infrastructure and Optional Charging Equipment at the Customer Location for general wear or malfunction on a periodic basis as determined by Xcel Energy. Such inspection may include but is not limited to the following:
 - 5.7.1 Xcel Energy shall have the right, but not the obligation, to inspect the Charging Equipment for initial and ongoing integration with the EV Supply Infrastructure.
 - 5.7.2 If periodic inspections reveal failure of EV Supply Infrastructure or Optional Charging Equipment, as applicable, Xcel Energy shall request on-site technical services for inspection, diagnosis, and emergency repair as set forth in Section 5.6.
- 5.8 Xcel Energy shall be responsible for the cost of purchasing and installing the EV Supply Infrastructure and Optional Charging Equipment, as applicable. Xcel Energy shall also be responsible for all costs that Xcel Energy, in its sole discretion, deems reasonably

required for operating and maintaining the EV Supply Infrastructure and Optional Charging Equipment, as applicable, (except Customer shall pay for all power consumed by the EV Supply Infrastructure and/or dispensed from the Charging Equipment, any applicable charges for Optional Charging Equipment as provided herein, and any costs set forth in this Agreement). All payments for this EV Supply Infrastructure and Optional Charging Equipment, as applicable, will be made directly by Xcel Energy to the third-party contractor retained to complete the work, and Xcel Energy will have no financial obligation for any payments to Customer.

- 5.9 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure and/or Optional Charging Equipment, as applicable, that is caused by Xcel Energy, or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Xcel Energy may either replace the necessary equipment at Xcel Energy's expense or terminate this Agreement pursuant to Section 6.1.

6. TERM AND TERMINATION

- 6.1 This Agreement shall be effective upon the Effective Date. The term of this Agreement (the "Term") shall be from the Effective Date until ten (10) years following the In-Service Date. Subject to Section 6.3, either Party may terminate this Agreement for any reason or no reason, without cause, at any time by providing the other Party sixty (60) Calendar Days prior written notice. If Xcel Energy terminates this Agreement pursuant to this Section 6.1 for a reason other than Customer's material breach of Customer's obligations under this Agreement, Xcel Energy shall transfer title of the EV Supply Infrastructure to Customer, without any payment from Customer, including the Buy Out Amount, and the EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.
- 6.2 Either Party may terminate this Agreement if the other Party materially breaches any of its obligations under the Agreement, in accordance with the following:
- 6.2.1 Prior to termination pursuant to this Section 6.2, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) Calendar Days of the notice (or if the breach is not one that can be reasonably cured within thirty (30) Calendar Days and if the breaching Party is not working diligently to cure such breach), then the Party giving the notice may terminate the Agreement without reference to Section 6.1 at any time thereafter by giving a written notice of termination.
- 6.2.2 If Customer terminates pursuant to this Section 6.2 for Xcel Energy's material breach of the Agreement, Xcel Energy shall transfer title of the EV Supply Infrastructure to Customer, without any payment from Customer, including the Buyout Amount set forth in Section 6.3, and the EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.
- 6.2.3 If Xcel Energy terminates pursuant to this Section 6.2 for Customer's material breach of the Agreement, Customer shall pay the Buyout Amount, and when such fee is paid, Xcel Energy shall transfer title of all EV Supply Infrastructure to Customer on an "AS IS" basis, without any warranty (express or implied).
- 6.2.4 A Party terminating this Agreement pursuant to this Section 6.2 does not waive its rights to any remedy at law or in equity for a material breach of the Agreement.
- 6.3 Should (a) Customer terminate this Agreement for any reason other than pursuant to the provisions of Section 6.2.2 for Xcel Energy's material breach of its obligations hereunder, or (b) Xcel Energy terminate this Agreement pursuant to the provisions of Section 6.2.3 for Customer's material breach of its obligations hereunder, Customer will be charged and Customer will pay to Xcel Energy the Buyout Amount. The Buyout Amount, if applicable, will be due and payable by Customer thirty (30) days following the termination of the Agreement. Upon payment of the Buyout Amount, Xcel Energy will transfer title of the EV Supply Infrastructure to Customer on an "AS IS" basis, without any warranty (express or implied).
- 6.4 At least one hundred and eighty (180) Calendar Days prior to the end of the Term of this Agreement, the Parties shall endeavor to negotiate a mutually agreeable plan for the EV Supply Infrastructure that will commence at the end of the Term of this Agreement, including but not limited to the following:
- 6.4.1 Extension of the Term of this Agreement for a mutually agreed period of time;
- 6.4.2 Upon expiration of the Term, Xcel Energy transfers the title to the EV Supply Infrastructure to Customer in "AS IS" condition, without any warranties (express or implied) by Xcel Energy; or
- 6.4.3 Upon expiration of the Term, Xcel Energy removes, at the Company's expense, the portion of the EV Supply Infrastructure that is above ground, restoring the Customer Location to original conditions or any other conditions agreed upon by the Parties, and Xcel Energy shall transfer title of the remaining portion of the EV Supply Infrastructure that is not above ground to Customer, without any payment from Customer, and the Remaining EV Supply Infrastructure will be deemed abandoned in place in "AS IS" condition, without any warranty (express or implied) by Xcel Energy.
- 6.5 If, at the end of the Term of the Agreement, the Parties have not come to a mutual agreement pursuant to Section 6.4 above, the Term of the Agreement shall continue until the Parties are able to come to a mutual agreement or until either Party unilaterally terminates the Agreement pursuant to Section 6.1.
- 6.6 Upon termination of the Agreement prior to the end of the ten (10) year term, Xcel Energy will remove any Optional Charging Equipment from a market-rate Customer Location for a one-time \$200 per port fee billed to the Customer. Customers will not be subject to the fee upon expiration of the term after ten (10) years. This fee will be waived for Affordable Housing Multi-Dwelling Unit Customers.
- 6.7 Upon termination or expiration of the Agreement, to the extent Customer takes ownership of the EV Supply Infrastructure, Customer assumes the responsibility of maintaining the EV Supply Infrastructure, and in order to continue receiving electric service, Customer must take electric service pursuant to a tariff for which the Customer is then eligible.

7. WARRANTIES, INDEMNIFICATION, AND LIMITATION OF LIABILITY

- 7.1 Customer represents and warrants that: (i) the execution, delivery, and performance of the Agreement has been duly authorized by all requisite action on the part of Customer, and Customer has full power and authority to grant the rights and licenses granted by the Agreement to Xcel Energy, including but not limited to the rights and licenses set forth in this Agreement; (ii) this Agreement constitutes the legal, valid, and binding obligation of Customer; (iii) Customer is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) Customer is and will remain in compliance with all Applicable Laws applicable to Customer in connection with performance under this Agreement.

- 7.2 Xcel Energy, itself or through its contractor(s), shall perform the installation of the EV Supply Infrastructure and the Optional Charging Equipment, as applicable, in a safe and professional manner in accordance with all Applicable Laws. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7.2, XCEL ENERGY MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO THE WORK TO BE PERFORMED, SERVICES TO BE PROVIDED, OR EV SUPPLY INFRASTRUCTURE OR OPTIONAL CHARGING EQUIPMENT TO BE DELIVERED UNDER THIS AGREEMENT. IN THE EVENT TITLE TO EV SUPPLY INFRASTRUCTURE OR OPTIONAL CHARGING EQUIPMENT IS TRANSFERRED TO CUSTOMER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE EV SUPPLY INFRASTRUCTURE AND OPTIONAL CHARGING EQUIPMENT IS PROVIDED "AS IS" AND WITH NO WARRANTY OF ANY KIND. XCEL ENERGY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 7.3 **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY BE LIABLE TO CUSTOMER AND ITS AGENTS, EV DRIVERS, CONTRACTORS AND EMPLOYEES, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.**
- 7.4 Subject to the limitations contained in this Agreement, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by Applicable Laws and shall not be responsible for the acts of the other Party and the results thereof. Notwithstanding the foregoing, to the fullest extent allowed by Applicable Laws, Customer shall, at its own expense, defend, indemnify, and hold Xcel Energy harmless from and against any claims, lawsuits, liability, losses, damages, or expenses (including attorney's fees) arising out of, resulting from, or in any way connected with the: (i) the Charging Equipment which is not supplied by Xcel Energy; (ii) breach of any warranty set forth in Section 7.1; (iii) Customer's, or its employees', agents', contractors', or EV Driver's negligent acts or omissions or willful misconduct; or (iv) the breach of Section 3.5
- 7.5 In no event will Xcel Energy be liable to Customer for any claims, expenses, losses, damages, or lawsuits arising out of any interruptions or disturbances in electric service. Except as described in this section, Xcel Energy's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement, or from performance or breach thereof, shall in no case exceed the total dollar amount for the specific work giving rise to the claim.
- 8.3 *Legal Compliance.* The Parties shall comply with all Applicable Laws. Each Party shall monitor its agents, contractors, and employees for the purposes of ensuring compliance with all Applicable Laws. If any change in circumstances or law will affect a Party's performance under this Agreement, that Party shall notify the other Party of the change in circumstances or law at the earliest reasonable opportunity, and the Parties will negotiate in good faith to modify the Agreement to take into account the changed circumstance or law.
- 8.4 *Dispute Resolution.* In the event of any Dispute arising out of or relating to this Agreement, the complaining Party shall provide written notice of the Dispute to the other Party. The Dispute notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the Dispute.
- Xcel Energy and Customer shall attempt in good faith to settle all Disputes through the negotiation process set forth in this Section. To this effect, unless otherwise agreed, Xcel Energy and Customer shall conduct at least one face-to-face meeting between the designated representatives from both Parties in an attempt to reach a solution that is satisfactory to both Xcel Energy and Customer. Such a meeting shall take place within seven (7) Calendar Days following delivery of a Dispute notice. If that meeting does not resolve the Dispute, Xcel Energy and Customer shall have executive level leadership from both Parties meet and attempt to resolve the Dispute.
- If Xcel Energy and Customer fail to resolve a Dispute in accordance with this Section, either Party may, subject to Section 8.5, proceed to a court of competent jurisdiction and may, subject to any limitation set forth herein, pursue any remedies available to it at law or in equity.
- 8.5 *Applicable Law and Venue.* This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of or relating to this Agreement or breach thereof shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 8.6 *Non-Waiver.* The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this Agreement shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.
- 8.7 *Complete Agreement.* This Agreement constitutes the complete and exclusive understanding of the Parties concerning its subject matter. This Agreement supersedes all prior agreements, representations, understandings, and communications, written or oral, between the Parties as to the subject matter of this Agreement.
- 8.8 *Amendments.* The terms of this Agreement may be changed, amended or modified only by mutual signed agreement of the Parties.
- 8.9 *Data Practices.* Each Party must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), as it applies to any data received, collected, stored, or disseminated by a Party for the work performed under this Agreement. However, nothing prevents the public filing of this Agreement with the Minnesota Public Utilities Commission. Each Party shall be responsible for specifically identifying any information or data in the Agreement that it believes to be Not Public Data.

8. GENERAL TERMS

- 8.1 *No Third-Party Beneficiary.* This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- 8.2 *Assignment Prohibited.* Customer shall not assign the Agreement, or any part thereof, nor delegate in whole or in part, its responsibilities hereunder, without the prior written consent of Xcel Energy. Unless otherwise agreed to in writing by Xcel Energy, no assignment will release or discharge Customer from any obligations under the Agreement. Any prohibited assignment or delegation shall be null and void.

that such documents are not intended to be re-used by Customer or others on extensions of the Pilot Project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Xcel Energy, which consent shall not be unreasonably withheld.

- 8.10 *Consent to Disclose.* Customer consents to Xcel Energy’s unrestricted disclosure of the existence, terms, and status of this Agreement. Customer further acknowledges that pursuant to Section 3.7 of this Agreement, Xcel Energy may disclose without restriction any information and documents Customer provides to Xcel Energy pursuant to this Agreement. Customer also consents to Xcel Energy’s unrestricted disclosure of any information concerning the EV Supply Infrastructure and related services provided to Customer that Xcel Energy has in its possession, including “customer data” as defined by Commission rules, to address Xcel Energy’s reporting requirements in Commission proceedings, including without limitation those established in Docket No. E002/M-20-711. To the extent the Commission requires any additional written consent from Customer for disclosure of such information, Customer agrees to cooperate with any such request by Xcel Energy.
- 8.11 *Property of Xcel Energy.* All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Xcel Energy or Xcel Energy’s affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Agreement, and Xcel Energy shall retain all ownership and property interest therein. Customer may make and retain copies for information and reference in connection with the Program, provided, however, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the Program or on any other project or for any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Xcel Energy, which consent shall not be unreasonably withheld.
- 8.12 *Force Majeure.* If a Party’s performance is delayed or hindered by a Force Majeure Event, such Party is excused from such performance for the period of delay, provided that the Party claiming a Force Majeure Event has notified the other Party of the delay as soon as is reasonably possible. In such event, the period for the performance shall be extended for the period of such delay.
- 8.13 The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties or any of their representatives. Neither Party is an agent of the other nor has the authority to represent the other as to any matters. Customer is responsible for the safety of its respective agents, employees, and other representatives. Xcel Energy in no way assumes any of the duties, obligations, or liabilities attributed to Customer under the Agreement.
- 8.14 Those provisions of this Agreement which would require that they survive termination of the Agreement in whole or part in order to give them full force and effect will survive the termination of the Agreement, regardless of the date, cause, or manner of the termination. Xcel Energy’s right to retain any Data collected in connection with the Program shall survive termination. In addition, all rights of action arising from or related to the Agreement that accrue during the Term of the Agreement, and any remedies for such claims, both legal and equitable, will survive such termination.

- 8.15 *Branding and Consumer Education.* The Parties agree to discuss opportunities for Xcel Energy branding, Consumer outreach and education efforts related to the benefits of electric vehicles, and implementation of renewable energy in connection with the Program.
- 8.16 *Taxes on Sale of EV Supply Infrastructure.* If Xcel Energy sells the EV Supply Infrastructure to Customer for an amount equal to the Buyout Amount for such EV Supply Infrastructure and Customer agrees to purchase the same, then Xcel Energy will deliver to Customer a Bill of Sale with a purchase price equal to the Buyout Amount for such EV Supply Infrastructure. Customer further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure from Xcel Energy to Customer: (i) Customer shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the Buyout Amount as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9 “Request for Taxpayer Identification Number and Certification” in the event of such sale.
- 8.17 *Consent to Xcel Energy’s Applicable Terms and Conditions.* Customer agrees that the electric service Customer will take in connection with this Agreement will be under and subject to Xcel Energy’s published A92 or A93 rates, or any rate that replaces A92 or A93 rates and shall be supplied for Site Host’s use as provided in the General Rules and Regulations of Xcel Energy’s Electric Rate Book for Site Host’s service under this Agreement, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where the services are provided. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer further acknowledges that the line extension necessary for Xcel Energy to install the EV Supply Infrastructure and Customer’s financial obligations in connection with the line extension and EV Supply Infrastructure Costs are described in Section 4 of this Agreement specifically, and in Section 5 of the General Rules and Regulations (Section 6) of the Company’s Minnesota Electric Rate Book generally.
- 8.18 *Notice.* Any notice required or permitted by this Agreement shall be deemed given (i) when delivered by hand, (ii) on the next Working Day after being sent by a reputable overnight courier service for next Working Day delivery, or (iii) on the third Working Day after being sent by prepaid United States mail, return receipt requested, in each case to the Party at the address specified as follows:

Customer _____

 Xcel Energy _____

evapplications@xcelenergy.com

Either Party may change its address for notice purposes by giving the other Party prior written notice of the new address and the date upon which the change will be effective.

IN WITNESS WHEREOF, each of the undersigned is duly authorized and directed to sign this Agreement.

Customer Name _____

By _____ Date _____

Name _____

Title _____

Northern States Power Company, d/b/a Xcel Energy

By _____ Date _____

Name _____

Title _____

Multifamily EV Carshare Pilot Project

Tranche 2 Site Host Contract

This Tranche 2 Site Host Contract (“Agreement”) dated [Click or tap to enter a date.](#) is between Hopkins Housing and Redevelopment Authority (the “Site Host”), and HOURCAR (the “Carshare Provider”), a non-profit corporation organized under the laws of the State of Minnesota, with its principal place of business at 755 Prior Avenue North, Suite 301D, Saint Paul, Minnesota 55104.

WHEREAS, availability of a carsharing service at 22 5th Ave S, Hopkins, MN 55343 (the “Site”) is desirable in that it increases mobility options available to residents and,

WHEREAS, Carshare Provider operates a non-profit carsharing service with a mission to connect people to their communities with convenient, equitable, and sustainable multimodal transportation; and,

WHEREAS, Site Host desires to facilitate the operation of an electric vehicle carsharing service at the Site;

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties agree as follows:

1. **Term**

- a. 18 months beginning January 1st, 2023 and continuing until Monday July 1st, 2024, unless terminated early as provided herein.
- b. The term may be extended by written amendment to this Agreement signed by Site Host and Carshare Provider.

2. **Dedicated Spaces**

- a. Site Host shall provide two contiguous parking spaces (the “Dedicated Spaces”) for the exclusive use of Carshare Provider during the term of this Agreement.
- b. Site Host will keep the parking lot housing the Dedicated Spaces free of snow and ice. Site Host will remove snow and ice from the Dedicated Spaces as often as

needed to maintain safety and usability of the Dedicated Spaces, but in no event later than 48 hours after a snow event of three or more inches.

- c. Site Host will tow vehicles that occupy the Dedicated Spaces that are not labeled "HOURCAR" or are clearly not Carshare Provider vehicles during normal business hours and not including holidays.
- d. Site Host will notify Carshare Provider by Email sent to Carshare Provider's designated email address or telephone at Carshare Provider's designated phone number if any action by the Site Host, including repair to the facility or other event, could result in Carshare Provider not having use of the Dedicated Spaces, as follows:
 - i. 30 days' notice for an event lasting up to 24 hours
 - ii. 60 days' notice for an event lasting more than 24 hours.
- e. Carshare Provider is authorized to place two electric vehicles (the "Carshare Vehicles") at the Dedicated Spaces pursuant to terms and duration of this Agreement.
- f. Carshare Provider will put up signage to identify the site, The sign shall be at least 18" x 24" and shall be reasonably approved by Site Host.
- g. Carshare Provider will maintain the Dedicated Spaces in a broom clean condition.
- h. Carshare Provider will comply with all rules and restrictions regarding the use of the parking lot.

3. Charging Equipment

- a. Site Host will enter into a separate agreement with Xcel Energy no later than January 3, 2023, to install and provide electric vehicle charging equipment (the "Charging Equipment") to provide electric vehicle charging service at the Dedicated Spaces. The Charging Equipment shall be installed no later than June 30, 2023 (the "Delivery Date"). Site Host may also procure additional electric vehicle chargers at other parking spaces, which are not covered by this Agreement.
- b. Site Host shall be solely responsible for maintenance and repair of the Charging Equipment.
- c. Site Host shall be solely responsible for electricity and amortized cost of the chargers upon termination of this Agreement.
- d. The Charging Equipment at the Dedicated Spaces shall be reserved exclusively for charging Carshare Vehicles.

- e. Carshare Provider will make monthly payments to Site Host toward the amortized cost of the Charging Equipment at the Dedicated Spaces during the term of this Agreement. Payments to Site Host will commence not later than one hundred twenty (120) days after full installation of the Charging Equipment and Site readiness.
- f. Each month Site host will provide Carshare Provider with an invoice and copy of the electric bill for the cost of electricity for the Charging Equipment. Carshare Provider shall pay the invoice within thirty (30) days following receipt of the same.

4. Carshare Vehicles

- a. Carshare Provider is responsible for placing Carshare Vehicles at the Dedicated Spaces for members of HOURCAR to use.
- b. Carshare Provider will identify Carshare Vehicles with the label "HOURCAR."
- c. In the event of mechanical or other issues of the electric Carshare Vehicles, outages of the Charging Equipment at the Dedicated Spaces, or otherwise as conditions warrant, Carshare Provider may:
 - i. temporarily reduce the number of electric carshare vehicles at the Site,
 - ii. temporarily place internal combustion engine or hybrid electric vehicles at the Dedicated Spaces until the electric carshare vehicles are repaired and/or charging service is restored,
 - iii. permanently replace one or both Carshare Vehicles with electric vehicles of a different make and model.
- d. In the event that one or more of the Carshare Vehicles becomes subject to a National Highway Transportation and Safety Administration safety recall, Carshare Provider will immediately remove the recalled Carshare Vehicle(s) from service until the remedy (either interim or final) specified in the recall notice can be applied and the vehicle rendered safe to drive, as per the provisions of the Raechel and Jacqueline Houck Safe Rental Car Act of 2015. If Site Host reasonably determines that a recalled vehicle poses a threat to public safety after being removed from service (e.g., has a risk of explosion or battery fire), Carshare Provider agrees to physically remove the vehicle until the specified remedy can be performed.

5. Carshare Service

- a. Carshare Provider will provide its members ("Members"), including but not limited to residents who sign up for Carshare Provider's services and meet the qualifications

for membership with access to rental vehicles owned or leased by Carshare Provider (the "Service"), as detailed in the attached Scope of Services marked as EXHIBIT A, incorporated herein by reference.

- b. Carshare Provider will be responsible to maintain the Carshare Vehicles placed at the Dedicated Spaces.
- c. Carshare Provider will provide the Service directly to its Members.
- d. Carshare Provider is responsible for the conduct of its Members when they use the Service at the Site.
- e. Site Host will allow HOURCAR's Members to access and use the Carshare Provider vehicles that will be parked in the Dedicated Spaces at all hours of the day, every day of the year.

6. Insurance

- a. Carshare Provider shall maintain insurance coverage as follows:
 - i. Commercial general liability policy in an amount not less than Two Million and no/100 Dollars (\$2,000,000) per person per occurrence and Three Million and no/100 Dollars (\$3,000,000) in the aggregate for bodily injury, including death, and Two Million and no/100 Dollars (\$2,000,000) per person per occurrence and Three Million and no/100 Dollars (\$3,000,000) in the aggregate for property damage, such policy to include coverage for the liabilities assumed by Carshare Provider under this Agreement;
 - ii. Commercial automobile liability insurance with a combined single limit of at least Two Million and no/100 Dollars (\$2,000,000) per accident.
 - iii. Each vehicle must also be individually insured as required under Minnesota state law.
- b. The commercial general liability policy shall name Site Host as an additional insured, and Carshare Provider shall furnish a copy of the Declaration of Insurance to Site Host.

7. Consideration

- a. Carshare Provider will operate and maintain the Service free of charge to the Site Host for the term of this Agreement.

- b. Site Host will provide Carshare Provider access to the Dedicated Spaces at no charge for the term of this Agreement for all purposes necessary to fulfill Carshare Provider's obligations to Site Host and its Members.
- c. Site Host may use Carshare Provider's name and logo for the purposes of advertising Site Host's business and attracting tenants upon written approval by Carshare Provider for the purposes permitted by Carshare Provider.

8. Outreach

- a. Carshare Provider shall notify Site Host of the occurrence of any Outreach (as defined in 8.b.). Carshare Provider will provide materials where able to help with Outreach at the site. Any materials/newsletters/etc. not provided by Carshare Provider that mention Carshare Provider or utilize Carshare Provider's logo must be reviewed for accuracy by Carshare Provider before being released.
- b. The parties shall coordinate to produce collaborative and mutually acceptable Outreach.
- c. Site Host agrees to promote the carshare service to residents through Outreach. As used herein, the term "Outreach" shall mean all media, social media, news releases, external-facing communications, advertising, marketing, new resident welcome information, resident surveys, promotions, client lists, community events, and/or opportunities and/or other forms of outreach that reference Carshare Provider and/or the Service.
- d. Site Host will participate in surveys initiated by Carshare Provider and provide feedback about the Service. Site Host will permit Carshare Provider to conduct surveys of residents as applicable, related to end-user satisfaction of the Service. Site Host will use such feedback to make decisions about improvements to the Service.
- e. Site Host will notify Carshare Provider of upcoming opportunities for Outreach on a quarterly basis. Site Host will make efforts to incorporate Outreach around the carsharing service into such opportunities.

9. Successor and Assigns

- a. Either Site Host or Carshare Provider may assign this Agreement to a legal successor-in-interest upon notice to the other Party at least 30 days in advance of any such assignment who shall, in writing, assume the obligations of the assigning party under this Agreement.

10. Term and Termination

- a. Without prejudice to any other rights or remedies, this Agreement may be terminated by either party if the other party commits a material breach of this Agreement and, if such a breach is capable of remedy, such breaching party fails to remedy that breach within 30 days of being notified in writing of such breach.
- b. Except for termination for cause, this Agreement may be terminated by Carshare Provider upon written notice sent to Site Host at least ninety (90) days before termination.
- c. Other than as set out in this Agreement, no party shall have any further obligation to the other Party under this Agreement after the effective date of any termination pursuant to this Section.
- d. The provisions of Sections 11 through 13 shall survive termination.
- e. At least one hundred and twenty (120) Calendar Days prior to the Term of this Agreement, the Parties shall endeavor to negotiate a mutually agreeable plan for continuation of the Service that will commence at the Term of this Agreement, which may include but is not limited to the following:
 - i. Extension of the Term of this Agreement for a mutually-agreed period
 - ii. Addition of a cost share component should the revenues from the Service be insufficient to cover the operations and maintenance costs of providing the Service at the Site.

11. Remedies

- a. Should Site Host fail to ready the Site for installation of the Charging Equipment by the Delivery Date, Carshare Provider may extend the time to complete the installation and ready the Site or terminate this Agreement and have no further liability to Site Host.
- b. Should Site Host fail to maintain the Site or Charging Equipment, fail to pay the electric cost or the amortized cost of the chargers, or otherwise default under this Agreement, Carshare Provider will notify Site Host of the default and Site Host shall have thirty (30) days to cure the default. If not cured, Carshare Provider may cure the same and deduct the cost from amounts owed to Site Host under this Agreement or terminate this Agreement and have no further liability to Site Host.

- c. Should Carshare Provider default under this Agreement, Site Host may notify Carshare Provider of the default and Carshare Provider shall have thirty (30) days to cure the default. If not cured, Site Host may extend the time to cure the default or terminate this Agreement and have no further liability to Carshare Provider.
- d. No uncured default by Carshare Provider or Site Host shall relieve them of liabilities incurred prior to termination of the Agreement.

12. Miscellaneous Terms

- a. Jury Trial Waiver. The parties each knowingly, voluntarily, and intentionally waive any right which any of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of same.
- b. Waiver of Breach. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- c. Attorneys' Fees. In the event of any dispute arising under this Agreement, each party will pay their own attorneys' fees and costs. This provision shall survive any termination of this Agreement.
- d. No Third-Party Beneficiaries. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein.
- e. No Joint Venture or Partnership. This Agreement does not create an association, joint venture, partnership or a principal and agency relationship between or among the parties.
- f. Severability. If any term, provision, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each

remaining term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- g. Construction. The parties acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship and shall be construed liberally to accomplish their intended purposes.
- h. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations leading thereto. This Agreement may not be amended or modified except by written document executed by the parties hereto.
- i. 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 instrument.
- j. Data Practices. Carshare Provider agrees to comply, to the extent applicable, with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, Chapter 13, and all other applicable state and federal laws relating to data privacy or confidentiality, as those laws may be amended. Carshare provider shall promptly notify Site Host if Carshare Provider becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

13. Indemnification

- a. Except to the extent caused by the negligence or intentional misconduct of Site Host, its officers, employees, agents, contractors or guests, Carshare Provider shall indemnify, defend, and hold harmless Site Host, its officers, employees, agents and contractors from and against any and all claims arising from or attributable to any breach by Carshare Provider of its obligations under this Agreement or related to use of the Site by Carshare Provider's officers, employees, agents or members. Carshare Provider's obligations hereunder shall survive the termination or expiration of this Agreement.
- b. Except to the extent caused by the negligence or intentional misconduct of Carshare Provider, its officers, employees, agents, contractors or guests, Site Host shall

indemnify, defend, and hold harmless Carshare Provider, its officers, employees, agents and contractors from and against any and all claims arising from or attributable to any breach by Site Host of its obligations under this Agreement or related to use of The Site by Site Host's officers, employees, agents or members. Site Host's obligations hereunder shall survive the termination or expiration of this Agreement.

14. Minnesota Laws Govern

- a. Governing Law; Venue. This Agreement shall be governed in accordance with Minnesota law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Ramsey County, Minnesota.

IN WITNESS WHEREOF, each of the undersigned is duly authorized and directed to sign this Agreement.

Insert site host company name here.

By _____ Date: _____
Name Patrick Hanlon
Title Board Chair

HOURCAR

By _____ Date: _____
Name _____
Title _____

EXHIBIT A

Scope of Services

Following is the scope of services for the HOURCAR car sharing program for the Site Host.

1. HOURCAR Member Services Summary

- A. Individuals who wish to use the HOURCAR vehicles must first become active HOURCAR member. Members may pay a monthly membership fee to maintain access to the system, plus per-hour and per-mile charges that are inclusive of all expenses (fuel, insurance, maintenance). Members reserve the vehicles via the HOURCAR web site, app, or through a 24-hour call center, and pick up the vehicle they have reserved from the HOURCAR hub where it is located. In addition to the vehicles provided at the site, all HOURCAR members will have access to our fleet of vehicles across the Twin Cities and Rochester. Hubs are unstaffed and cars are available for use 24 hours a day, seven days a week, 365 days a year. HOURCAR members are supported at all times by our member services team and 24-hour call center.
- B. During regular business hours (M-F, 9 am- 5pm), HOURCAR's office staff in St. Paul, Minnesota is reachable via phone, email or Facebook messenger. Outside of business hours, HOURCAR is available by phone 24/7. We have a local 24-hour Minnesota-based answering service and a team of local on-call staff to assist with customer needs both via phone. HOURCAR may contract with a local auto services company to respond to immediate emergency situations.
- C. When joining HOURCAR, or during their HOURCAR membership, members have the option to subscribe to a PLUS plan, which includes a Damage Fee Waiver. The Damage Fee Waiver covers the member's portion of the cost for repairing at-fault damage up to \$1,000. If member is in an at-fault accident that damages an HOURCAR vehicle, they can either (a) use their Damage Fee Waiver or (b) pay for the actual cost of the repairs to the HOURCAR vehicle up to \$1,000. Members are not responsible for the cost of damage repair to any other party's vehicle. If HOURCAR's insurance adjuster determines that the member was not at fault for the accident, the member shall have no financial liability for damages to the HOURCAR vehicle.
- D. HOURCAR charges late fees and other fees to signal to members the impact of their behavior on other members. A full list of these fees can be found in the HOURCAR Member Handbook on the HOURCAR web site (<https://hourcar.org/termsandconditions/>).

2. Pricing

The following pricing will be in place at the beginning of the contract for individual users of HOURCAR vehicles at The Site and in the existing HOURCAR network:

	Try It	Access PLUS	Everyday	Everyday PLUS	Adventure PLUS
Monthly Fee	\$0	\$1	\$7	\$12	\$30
Monthly Match-Back Driving Credit	\$7	\$6	\$7	\$7	\$25
Hourly Rate	\$10	\$6	\$6.50	\$6.50	\$6
Day Rate	\$75	\$45	\$48.75	\$48.75	\$45
Miles/Trip/Day included	50	200	100	200	300
Cost per additional mile	\$0.60	\$0.36	\$0.39	\$0.39	\$0.36
Registration Fee	\$25	\$0	\$25	\$25	\$25
Additional Qualifications		Meet low-income qualifications			

The following pricing will be in place at the beginning of the contract for Student & Faculty users of HOURCAR vehicles at The Site and in the existing HOURCAR network:

	Try It	Student	Student PLUS
Monthly Fee	\$0	\$6	\$11
Monthly Match-Back Driving Credit	\$0	\$6	\$6
Hourly Rate	\$10	\$6	\$6
Day Rate	\$75	\$45	\$45
Miles/Trip/Day included	50	100	200
Cost per additional mile	\$0.60	\$0.36	\$0.36
Registration Fee	\$25	\$25	\$25
Additional Qualifications	Student/faculty ID	Student/faculty ID	Student/faculty ID

Any updated pricing will be represented promptly on our website at www.hourcar.org and Site Host will be provided with documentation indicating the updated pricing. If the Carshare provider updates the Access PLUS Plan, an explanation of the reason(s) for the change will be provided to Site Host.

3. Vehicle Summary

HOURCAR will provide two electric vehicles located in the dedicated carshare parking spaces for use by HOURCAR members.

4. Vehicle Maintenance

- A. HOURCAR's fleet staff will perform "fleet visits" to vehicles on a regular basis. A fleet visit is a cursory inspection of the vehicles to ensure roadworthiness. HOURCAR's fleet staff will also respond promptly to any reports from HOURCAR members or others about cleanliness or other vehicle issues. During a fleet visit the car is cleaned, visually inspected, wipers replaced if needed, and fluids are checked and filled if necessary.
- B. Every six months, the entire HOURCAR fleet receives a full inspection. Inspections typically include a check of tire wear, fluids levels, condition of belts and hoses, lights and turn signals, engine and cabin air filters. Updates and repairs are done as needed following each inspection cycle. HOURCAR also take member's reports of damage or mechanical issues seriously and will remove the car from service when a member reports a potential issue until fleet staff, or our local auto service partner can inspect the vehicle.
- C. NEITHER HOURCAR NOR ITS OFFICERS OR DIRECTORS MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THE VEHICLES, ACCESSORIES AND/OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT FOR ANY PURPOSE. ALL SUCH VEHICLES, ACCESSORIES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HOURCAR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE VEHICLES, ACCESSORIES AND SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. IN NO EVENT SHALL HOURCAR BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE VEHICLES AND ACCESSORIES OR SITE PURSUANT TO THIS AGREEMENT, OR FOR ANY SERVICES OBTAINED THROUGH THIS AGREEMENT OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

5. After-Hours Security and Response Plan

In the event of an accident or other after-hours emergent event requiring a field response, HOURCAR will adhere to the following response plan:

- The responding HOURCAR staff or call center employee verifies that there are no injuries. If there are, member is instructed to call 911 immediately.
- The responding HOURCAR staff or call center employee records details from our member such as location of incident, date and time, name of any passengers, name of the other party (if applicable), insurance information for other party, contact info for other party. We also ask members to take pictures of any damage to the vehicle and send them to info@hourcar.org as e-mail attachments.

- In the event an after-hours incident requires a tow or field response, the call center employee will contact the on-call HOURCAR staff member. The HOURCAR staff member will in turn contact a towing company to remove the vehicle from the right-of-way and bring it either to a local repair shop or back to the hub for inspection by a member of the HOURCAR fleet staff.
- If the vehicle is not drivable, the HOURCAR staff member or call center employee will block out the vehicle so that it cannot be reserved and contact any members with future reservations on the vehicle and offer to switch them to another vehicle.
- If appropriate, HOURCAR staff will file an insurance claim on behalf of member for cost of pursuing medical care related to the accident.
- Member's driving privileges are not adjusted unless the accident results in a moving violation which disqualifies the member (e.g., if the member is involved in an accident due to DUI or excessive speed).