

**RESOLUTION NO. 2520**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE  
PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR OF  
CALIFORNIA MARCH 4, 2020, AND RE-AUTHORIZING REMOTE  
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF  
PORTOLA FOR THE PERIOD OF JULY 11, 2022 TO August 10, 2022 PURSUANT TO  
BROWN ACT PROVISIONS.**

**WHEREAS**, the City of Portola is committed to preserving and nurturing public access and participation in meetings of the City Council; and

**WHEREAS**, all meetings of the City of Portola's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, the Governor of California issued a proclamation of a state of emergency March 4, 2020 and the City Council of the City of Portola previously proclaimed by Official Proclamation on March 19, 2020, finding that the requisite conditions exist for the legislative bodies of the City of Portola to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

**WHEREAS**, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City of Portola, and the City Council has done so; and

**WHEREAS**, emergency conditions persist in the City of Portola specifically, a novel coronavirus, COVID-19, which symptoms include fever, cough, and shortness of breath with outcomes ranging from mild to severe illness, and in some cases death; and

**WHEREAS**, Plumas County, where the residents of the City of Portola reside, reports that many cases of COVID-19 and its variants continue to be contracted regularly within the county; and

**WHEREAS**, the City of Portola does hereby find that the Existence of a Local Emergency due to the COVID-19 Pandemic has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City of Portola and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City of Portola shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to

comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, the City Council of the City of Portola has been conducting meeting via live streaming at: <https://zoom.us/j/3583067836> or by phone at: 1.669.900.6833, meeting ID 358 306 7836 so that the public may participate in the City Council meetings;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTOLA DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The City Council hereby considers the conditions of the state of emergency in the City of Portola and proclaims that a local emergency persists throughout the City, and the novel coronavirus, COVID-19, continues to persist within the City as well as throughout Plumas County at a rate that poses significant risk to the health of all citizens.

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The City Council hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 19, 2020 .

Section 4. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of Portola are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 12, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(3) to extend the time during which the legislative bodies of the City of Portola may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Portola, this 22nd day of June 2022, by the following vote:

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Pat Morton, Mayor

ATTEST:

\_\_\_\_\_  
Mercadez Flewell, Deputy City Clerk

I, Mercadez Flewell, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on July 13, 2022.

\_\_\_\_\_  
Mercadez Flewell, Deputy City Clerk

**RESOLUTION NO. 2521**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD  
June 23, 2022 THROUGH July 13, 2022.**

**ACCOUNTS PAYABLE  
CHECK NUMBERS: 44020-44060  
CHECK NUMBERS: 44062-44082  
DEPOSIT REFUND NUMBERS 44061 \$204.12**

**PAYROLL  
CHECK NUMBERS: 17110-17120  
CHECK NUMBERS: 17121-17135**

**WHEREAS**, the City Council of the City of Portola has been fully advised that all such claims and demands are legal obligations of the City; and,

**WHEREAS**, the City Council has fully considered the claims and money demands and payment thereof as set forth below and in "Exhibit A" attached hereto and incorporated herein.

<b>ACCOUNTS PAYABLE:</b>	<b>\$ 164,662.87</b>
<b>PAYROLL:</b>	<b><u>\$ 54,423.37</u></b>
<b>TOTAL:</b>	<b>\$ 219,086.24</b>

**NOW THEREFORE BE IT RESOLVED THAT** all claims and demands represented are just and proper and legal demands or claims against the City of Portola, and the payment of any such demands is approved and authorized.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of July, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Pat Morton, Mayor

ATTEST:

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Mercadez Flewell, Deputy City Clerk

I, Mercadez Flewell, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on June 8, 2022.

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Mercadez Flewell, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000015	I-202207070454	MEDTECH WRISTBANDS WRISTBANDS	R	7/13/2022		197.80	044062	197.80
0006	I-202207070437	ALLIANT INSURANCE SERVICES, INC INSURANCE	R	7/13/2022		8,647.00	044063	8,647.00
0008	I-202207070450	ALWAYS ANSWER 800 NUMBER	R	7/13/2022		50.46	044064	50.46
0027	I-202207070439	BASTIAN ENGINEERING ENGINERRING RMRA	R	7/13/2022		231.00	044065	231.00
0052	I-202207070452	CITY OF PORTOLA WATER/SEWER BILLS	R	7/13/2022		12,081.26	044066	12,081.26
*VOID*	044067	VOID CHECK	V	7/13/2022			044067	**VOID**
0053	I-202207070440	CIVICPLUS CITY WEB SITE	R	7/13/2022		225.00	044068	225.00
0083	I-202207070442	FEATHER PUBLISHING COMPANY, IN VISITORS GUIDES	R	7/13/2022		775.00	044069	775.00
0101	I-202207070441	HUNT & SONS, INC. CITY FUEL CHARGES	R	7/13/2022		4,783.95	044070	4,783.95
0103	I-202207070444	IEDA LABOR RELATIONS CONSULTING	R	7/13/2022		245.30	044071	245.30
0105	I-202207070456	INTERMOUNTAIN DISPOSAL ARPA	R	7/13/2022		8,470.81	044072	8,470.81
0118	I-202207070446	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	7/13/2022		77.24	044073	77.24
0130	I-202207070455	LEONARD'S MARKET POOL SUPPLIES	R	7/13/2022		172.97	044074	172.97
0154	I-202207070453	NORTHERN CALIFORNIA GLOVES ARPA	R	7/13/2022		407.75	044075	407.75
0162	I-202207070438	OPERATING ENGINEERS EMPLOYEE HEALTH INSURANCE	R	7/13/2022		10,123.00	044076	10,123.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0176	I-202207070451	PLUMAS CO FLOOD CONTROL & LAKE DAVIS WATER CHARGES	R	7/13/2022		47,320.73	044077	47,320.73
0184	I-202207070449	PLUMAS SIERRA RURAL ELECTRIC LDWTP ELECTRIC	R	7/13/2022		1,569.92	044078	1,569.92
0185	I-202207070448	PLUMAS SIERRA TELECOMMUNICAT CITY INTERNET SERVICES	R	7/13/2022		382.00	044079	382.00
0231	I-202207070447	SUCCEED.NET WEB HOSTING	R	7/13/2022		67.85	044080	67.85
0240	I-202207070443	THOMAS G. VALENTINO LANDFILL/SW CONSULTING SERVICE	R	7/13/2022		2,250.00	044081	2,250.00
0275	I-202207070445	EIP HOLDINGS II LLC BECKWOURTH REPEATER RENT	R	7/13/2022		189.00	044082	189.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	20	0.00	98,268.04	98,268.04
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>21</b>	<b>0.00</b>	<b>98,268.04</b>	<b>98,268.04</b>

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	20	0.00	98,268.04	98,268.04
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	21	0.00	98,268.04	98,268.04

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	7/2022	25,986.24CR
207	7/2022	915.08CR
208	7/2022	205.90CR
211	7/2022	231.00CR
215	7/2022	775.00CR
501	7/2022	10,445.54CR
710	7/2022	53,539.43CR
720	7/2022	3,919.85CR
730	7/2022	2,250.00CR
=====		
ALL		98,268.04CR

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000013	I-202206300434	ALLIANCE TECHNOLOGY MACHINERY & EQUIPMENT	R	6/30/2022		9,498.84	044020	9,498.84
000014	I-202206300433	SWIMOUTLET POOL SUPPLIES	R	6/30/2022		1,024.82	044021	1,024.82
0007	I-202206290408	ALPINE FIRE SERVICES, INC PORTOLA POOL	R	6/30/2022		46.36	044022	46.36
0010	I-202206300424	AMAZON CAPITOL SERVICES MATERIALS & SUPPLIES	R	6/30/2022		1,649.45	044023	1,649.45
0012	I-202206300431	AMERICAN RED CROSS LIFEGUARD TRAINING	R	6/30/2022		135.00	044024	135.00
0015	I-202206300425	AMERIGAS CITY POOL PROPANE	R	6/30/2022		542.13	044025	542.13
0022	I-202206290420	AT&T LONG DISTANCE	R	6/30/2022		80.87	044026	80.87
0023	I-202206290418	AT&T CALNET 3 SCADA/LDWTP	R	6/30/2022		68.02	044027	68.02
0035	I-202206290409	BRADY INDUSTRIES ARPA	R	6/30/2022		191.59	044028	191.59
0039	I-202206290396	BULLET INFORMATION TECHNOLOGY IT COMPUTER SERVICES	R	6/30/2022		840.00	044029	840.00
0062	I-202206300426	CSG CONSULTANTS CODE ENFORCEMENT/ARPA	R	6/30/2022		7,540.00	044030	7,540.00
0063	I-202206290395	CURRENT ELECTRIC & ALARM, INC SYSTEM MONITORING	R	6/30/2022		555.00	044031	555.00
0078	I-202206290393	ENCOMPASS XEROX COPIES	R	6/30/2022		352.72	044032	352.72
0090	I-202206290406	GRAINGER LDWTP EQUIP REPAIR	R	6/30/2022		63.30	044033	63.30
0111	I-202206290402	JEFFERSON SUPPLY COMPANY MATERIALS & SUPPLIES	R	6/30/2022		892.32	044034	892.32

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0122	I-202206290405	KIMBALL MIDWEST WATER/SEWER SUPPLIES	R	6/30/2022		155.15	044035	155.15
0126	I-202206300432	L.N. CURTIS & SONS FIREHOUSE MATERIALS & SUPPLIES	R	6/30/2022		3,084.51	044036	3,084.51
0132	I-202206300427	LEWISPORT USA MUSIC IN PARK SIGN/STREET SIGN	R	6/30/2022		931.94	044037	931.94
0133	I-202206290416	LIBERTY UTILITIES CITY ELECTRIC BILLS	R	6/30/2022		9,366.08	044038	9,366.08
0136	I-202206290417	MANHARD CONSULTING PLANNING PROFESSIONAL SERVICES	R	6/30/2022		5,395.00	044039	5,395.00
0141	I-202206290419	MCI MEGA PREFERRED 800 LONG DISTANCE #	R	6/30/2022		42.68	044040	42.68
0148	I-202206300422	NAPA SIERRA MATERIALS & SUPPLIES	R	6/30/2022		606.93	044041	606.93
0159	I-202206300428	OFFICE DEPOT MATERIALS & SUPPLIES	R	6/30/2022		100.62	044042	100.62
0165	I-202206290398	PALL CORPORATION TECH SUPPORT LDWTP	R	6/30/2022		773.85	044043	773.85
0174	I-202206290412	PLANWEST PARTNERS FEASIBILITY STUDY	R	6/30/2022		12,217.00	044044	12,217.00
0175	I-202206290392	PLUMAS ACE HARDWARE MATERIALS & SUPPLIES	R	6/30/2022		650.55	044045	650.55
0178	I-202206300429	PLUMAS COUNTY CLERK RIVERWALK REHAB PSR	R	6/30/2022		50.00	044046	50.00
0212	I-202206290403	SIERRA CONTROLS, LLC WATER PROFESSIONAL SERVICES	R	6/30/2022		868.87	044047	868.87
0218	I-202206290411	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	6/30/2022		444.00	044048	444.00
0220	I-202206290397	SINDEX PRINTING & GRAPHICS BILLS & ENVELOPES	R	6/30/2022		3,400.00	044049	3,400.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0225	I-202206290404	SONSRAY MACHINERY, LLC WATER/SEWER EQUIP REPAIR	R	6/30/2022		779.87	044050	779.87
0230	I-202206290400	STATE WATER RESOURCES CONTROL RECASENS CERT RENEWAL	R	6/30/2022		60.00	044051	60.00
0234	I-202206290410	SUPERIOR POOL PRODUCTS, LLC POOL CHEMICALS	R	6/30/2022		398.15	044052	398.15
0239	I-202206290394	THATCHER COMPANY LDWTP CHEMICALS	R	6/30/2022		1,493.17	044053	1,493.17
0253	I-202206300430	US BANCORP CITY CREDIT CARD CHARGES	R	6/30/2022		653.93	044054	653.93
0260	I-202206290413	VERIZON WIRELESS LANDLINES	R	6/30/2022		303.61	044055	303.61
0260	I-202206290414	VERIZON WIRELESS WIRELESS PHONE CHARGES	R	6/30/2022		484.14	044056	484.14
0260	I-202206290415	VERIZON WIRELESS LDWTP DATA PLAN	R	6/30/2022		108.05	044057	108.05
0264	I-202206290407	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	6/30/2022		153.18	044058	153.18
0269	I-202206290401	XEROX FINANCIAL SERVICES XEROX COPIER LEASE	R	6/30/2022		268.13	044059	268.13
1	I-202206300423	TRACEY HARRIS POOL REFUND	R	6/30/2022		125.00	044060	125.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	41	0.00	66,394.83	66,394.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>41</b>	<b>0.00</b>	<b>66,394.83</b>	<b>66,394.83</b>

\*\*\*\* CHECK LISTING \*\*\*\*

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	41	0.00	66,394.83	66,394.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	41	0.00	66,394.83	66,394.83

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	6/2022	38,515.28CR
207	6/2022	4,810.57CR
208	6/2022	708.87CR
710	6/2022	6,985.15CR
720	6/2022	15,067.17CR
730	6/2022	307.79CR
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ALL		66,394.83CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

## CITY COUNCIL AGENDA STAFF REPORT

**DATE:** July 7, 2022  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jon Kennedy, Interim City Manager – Todd Roberts, Public Works Director  
**MEETING:** July 13, 2022  
**SUBJECT:** EV Charging Station

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### **Background**

The City of Portola has been negotiating with EV Range Inc. to provide a vehicle charging station at 411 Commercial St. Initial license term is 15 years.

### **Recommendation:**

Council approve program to immediately begin implementation.

*Attachments:*

*Memorandum of License Agreement*

## **MASTER CHARGING STATION LICENSE AGREEMENT**

This MASTER CHARGING STATION LICENSE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_ (the “Effective Date”), is between EV Range Inc., a Delaware Corporation (“EV Range”), and \_\_\_\_\_, a(n) \_\_\_\_\_ (“Host”). EV Range and Host may be referred to herein individually as a “Party,” and together as the “Parties”.

### **RECITALS**

**WHEREAS**, Host is the fee simple owner or lessee of one or more real property sites described on Exhibit A attached hereto and incorporated herein (collectively, the “Host Property”);

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1 LICENSE; USE; EXCLUSIVITY**

1. **Grant of License.** For the Term of this Agreement, Host hereby grants to EV Range (i) an irrevocable, exclusive license running with the Host Property (the “License”) to use a portion of the Host Property as more particularly described on Exhibit B (the “Premises”) and (ii) any necessary easements for access and utilities, each consistent with the Purpose (as defined below).
2. **Access.** Access to the Host Property and the Premises is depicted on Exhibit B. EV Range shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week and on every day of the year.
3. **Use of Premises.** The Premises may be used by EV Range for any lawful activity in connection with the construction, installation, maintenance and operation of charging stations and ancillary items, including, without limitation, electrical equipment, hardware, software, signage and all supporting equipment and structures (which may include concrete pads and protective bollards) (collectively, the “Charging Stations”), together with any other uses permitted herein, on the terms and conditions set forth in this Agreement (the “Purpose”). The Premises may be accessed and used by EV Range and its agents, employees, contractors, vendors, customers, guests and invitees.
4. **Exclusivity.** Host hereby grants EV Range an exclusive right to construct, install, maintain and operate charging stations and related services at the Host Property during the Term (as defined below) of this Agreement, provided that there is no Event of Default that has occurred and is continuing with respect to EV Range and EV Range maintains the Charging Stations in operable condition and available for use by the public.
5. **Quiet Enjoyment.** EV Range shall have quiet enjoyment of the Premises during the Term of this Agreement.
6. **Additional Host Property.** The Parties may from time to time add or remove additional properties owned or leased by Host by executing an Addendum to Master License Agreement in the form attached hereto as Exhibit D attached hereto (the “Addendum”) and the executed version of the Addendum shall be incorporated herein.

### **ARTICLE 2 TERM; LICENSE FEE; TERMINATION**

1. **License Term.**

- a. **Initial Term.** This Agreement shall be effective on the Effective Date. Upon EV Range's receipt of all necessary governmental authorizations ("Governmental Authorizations"), EV Range shall provide to Host notice of such receipt and copies of all such authorizations within fifteen (15) business days thereafter, and five (5) days after the delivery of such notice and authorizations, subject to ARTICLE 3.4, EV Range may enter upon the Premises to install the Charging Stations. The term of the License shall commence upon the date on which the Charging Stations are first operational (the "Commencement Date") and, subject to the provisions of ARTICLE 2.2 below, end on the date that is 15 years from the Commencement Date (the "Initial Term"). EV Range shall provide to Host notice of the Commencement Date within ten (10) business days following the occurrence of such date.
- b. **Extended Terms.** Upon the expiration of the Initial Term, this Agreement will automatically renew for successive five (5) year periods (each, an "Extended Term", and together with the "Initial Term", the "Term"), unless either Party provides to the other Party written notice of termination of this Agreement no later than one hundred twenty (120) days prior to the expiration of the Initial Term or the current Extended Term, as applicable. Notwithstanding the foregoing, this Agreement will not automatically renew for any Extended Term if an Event of Default with respect to EV Range has occurred and is continuing at the end of the Initial Term and or the current Extended Term, as applicable.

2. **License** **Fee.**

Commencing upon the Commencement Date, EV Range shall pay to Host, at such address as Host may from time to time designate in writing, a monthly license fee in the amount determined by the License Fee Schedule attached hereto as Exhibit C, for the installed Charging Stations set forth on Exhibit B (the "License Fee"). The Parties acknowledge that in most instances one (1) Charging Station requires one (1) parking space, however, in order to comply with applicable laws, there may be instances where one (1) Charging Station requires more than one (1) parking space. EV Range shall pay the License Fee by the 10th of each month. The License Fee for the first month of the Term or any other partial month shall be prorated.

3. **Termination.**

- a. **For Cause.** Either Party may terminate this Agreement upon the occurrence of any of the following (each, an "Event of Default"):
  - I. **Breach.** The other Party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice; provided, however, that if such breach is not capable of being cured within such ten (10) day period, then so long as the breaching Party commences and diligently pursues such cure without such ten (10) day period and continues such cure until completion, then such period shall be deemed extended up to an additional sixty (60) days.

- II. *Insolvency*. The other Party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.
- b. Remedies. If an Event of Default by either Party has occurred and is continuing, in addition to the right to terminate, the other Party may exercise any other remedy it may have at law or in equity under this Agreement.
- c. For Convenience. EV Range may elect to terminate this Agreement at any time by providing at least one hundred eighty (180) days prior written notice to Host. During any Extended Term, Host may elect to terminate this Agreement at any time by providing at least one hundred eighty (180) days prior written notice to EV Range.
- d. Restoration of Premises upon Termination. Within ninety (90) days following the expiration or termination of this Agreement, EV Range shall remove the Charging Stations from the Premises and restore the affected area to its former condition, excluding ordinary wear and tear. EV Range shall only be required to cap off, not remove, any underground electrical wiring and conduit. If EV Range fails or refuses to remove the Charging Stations and/or restore the affected area as required within thirty (30) days of its receipt of written notice from Host in relation to same, Host may do so and dispose of the Charging Stations and all of EV Range's property and invoice EV Range for the cost thereof. Within thirty (30) days of Receipt of the invoice, EV Range shall pay Host the full amount of the invoice.
- e. No Further Obligations. Upon the expiration or termination of this Agreement, both Parties will be relieved of any further obligations under Agreement, except for those that by their nature survive an expiration or termination.

### **ARTICLE 3 CHARGING STATIONS**

#### **1. General.**

- a. Charging Stations. The number of Charging Stations allowed (the "Allowed Number of Charging Stations") and their approximate locations are specified in Exhibit B. The Parties may increase or decrease the number of Charging Stations and/or their approximate locations by executing an Amendment of Master License Agreement in the form attached hereto as Exhibit E attached hereto (the "Amendment") and the executed version of the Amendment shall be incorporated herein. The License Fee shall automatically adjust, if necessary, to reflect the final number of installed Charging Stations.
- b. Modifications. Exhibit B is intended to provide only a general description of the Charging Stations for informational purposes. EV Range may, in its sole and absolute discretion and subject to ARTICLE 3.4 (Installation), at any time and for any reason during the License Term, without the need to obtain Host's consent or approval, (i) modify, including, without limitation, upgrade or replace any portion of the Charging Stations, or (ii) install Charging Stations up to the Allowed Number of Charging Stations (subject to payment of the License Fee pursuant to ARTICLE

2.2), and EV Range shall not be required to pay any other charges or fees on account of (i) or (ii).

- c. Ancillary Facilities. EV Range may, with Host's prior written approval and subject to ARTICLE 3.4 (Installation), include at the Premises other additional services, equipment or facilities for automobile upkeep that EV Range may elect to offer its customers from time to time during the Term.

2. **Reserved.**

- 3. **Signage.** EV Range may, with Host's prior written consent (except as required by law), paint, place, erect, or project signs, marks, or advertising devices in, on, or about the Premises or the Host Property (which consent shall be provided in Host's reasonable discretion). EV Range shall defend, indemnify Host and save Host harmless from all claims and damages resulting from any sign, mark or advertising device erected by EV Range at the Host Property. EV Range shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and EV Range shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Further, EV Range, with Host's prior written consent, may place signage on or around the Charging Stations, designating the area as "Electric Vehicle Charging Only."

4. **Installation.**

- a. General. EV Range is solely responsible for the construction and installation of the Charging Stations in a safe, workmanlike manner that complies with all applicable laws, and has sole control over design, construction and installation, including, without limitation, scheduling, means, methods, techniques, sequences, and procedures, including the coordination of all work.
- b. Construction. Before beginning activities to install the Charging Stations, EV Range shall give a copy of the tentative construction schedule and installation plans and specifications to Host for its approval, which approval shall not be unreasonably delayed or withheld. EV Range shall not begin work until (i) Host has provided its written approval, (ii) EV Range has obtained all applicable Governmental Authorizations and provide a copy to Host, (iii) Has provided all required endorsements to and certificates of insurance to Host. Once approved, EV Range will, at its sole expense, oversee and manage the installation of the Charging Stations, including, without limitation, the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all EV Range-branded signage approved in writing by the Host (approval shall not be required to the extent any signage is required by law). Upon completion of construction, EV Range shall provide Host with a set of as-built plans for the Charging Stations. EV Range shall ensure that it and/or its designated contractors, subcontractors and/or service providers pay prevailing wages for any construction, installation work or maintenance contracts related to the Charging Station and related equipment, as those wages are determined pursuant to California Labor Code Section 1720 et seq., and Sections 1774 and 1775, to employ apprentices as required by California Labor Code Section 1777.5 et seq., and EV Range shall cause the contractor and subcontractors to comply with all other applicable

provisions of the California Labor Code and the implementing regulations of the California Department of Industrial Relations (the "DIR").

- c. **Governmental Authorizations.** EV Range will, at its sole cost and expense, obtain from applicable governmental authorities all Governmental Authorizations required to install the Charging Stations, and Host will reasonably cooperate upon request with EV Range's efforts to do so. EV Range shall provide a copy of Governmental Authorizations to Host.
  - d. **Right to Construct.** Host grants to EV Range and its employees and vendors the non-exclusive right to temporarily use and occupy the Premises and Host's adjacent property for the construction and installation of the Charging Stations. EV Range may only bring onto such property materials and equipment that will be used directly in the construction and installation of the Charging Stations. EV Range shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a safe, workmanlike manner that complies with all applicable laws and that affords continuous, reasonable access to the Host Property.
  - e. **Liens.** EV Range will not permit or suffer any mechanic's or materialmen's liens to attach to the Host Property as a result of the installation, repair, maintenance or replacement of the Charging Stations. If as a result of EV Range's activities, a lien attaches to the Host Property, EV Range shall remove or bond over such lien at EV Range's sole cost and expense, within twenty (20) days of EV Range receiving written notice thereof from Host.
  - f. **No Fixtures.** In no event shall the Charging Stations or any of EV Range's property be deemed a fixture, nor shall Host, nor anyone claiming by, through or under Host (including but not limited to any present or future mortgagee of the Host Property) have any rights in or to EV Range's property at any time. Host shall have no interest in the Charging Stations or other equipment or personal property of EV Range installed or located on the Host Property, and EV Range may remove all or any portion of the Charging Stations or any other equipment or personal property of EV Range at any time. Without limiting the generality of the foregoing, Host hereby waives any statutory or common law lien right that it might otherwise have in or to the Charging Stations and other equipment or personal property of EV Range.
5. **Operation and Maintenance.** Except as otherwise provided in this Agreement, EV Range will, at its sole cost and expense, continuously maintain and operate the Charging Stations during the term of this Agreement, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. EV Range shall not be required to make any repairs to the Host Property or Premises except for damage caused by EV Range, its employees, agents or contractors. Additionally, EV Range may, with the prior written approval of Host, perform security assessments and install reasonable security features on the Premises, including, without limitation, lighting and cameras.
6. **Host Obligations.** Host shall be under no obligation to maintain or operate the Charging Stations, signage or any other security features or equipment installed by EV Range within the Premises. Host shall, at its sole cost and expense, maintain the Premises in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the

common areas at the Host Property, including, without limitation, parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Premises. Host shall be responsible for any damage to the Charging Stations caused by Host or Host's employees, agents, representatives or contractors. Any such damage may be repaired by EV Range at Host's cost, and EV Range shall invoice Host for such amount. To the extent Host has actual knowledge of the same, Host shall promptly notify EV Range and, as appropriate, emergency response personnel regarding any malfunction of the Charging Stations. Host shall not store any items in the Premises and it shall not allow its employees, agents, representatives, invitees or visitors to park in the Premises, except to use the Charging Stations.

7. **Utilities.**

- a. **Utility Costs.** EV Range shall be responsible for all electricity and other utility costs of the Charging Stations and any related security features and equipment. EV Range shall, at its sole expense ensure that the Charging Stations and any related security features and equipment contain separately-metered electricity with EV Range as the customer of record for such meter, or as otherwise mutually agreed by the Parties.
- b. **Host Cooperation.** Host shall reasonably cooperate with EV Range to obtain electricity and any other utilities necessary to operate the Charging Stations, including by granting appropriate easements to local utility providers; *provided, however,* that Host is not required to pay money to satisfy the requirements of the utility or EV Range associated with the provision of such utilities.

8. **Training and Reporting.** To better facilitate the use of the Charging Stations by the target customers, EV Range will provide initial training to Host and its designated employees on the basic operation and maintenance of the Charging Stations at no cost to Host. As appropriate thereafter, EV Range (subject to EV Range's prior written agreement) and/or Host may periodically train and retrain its employees on the use and maintenance of the Charging Stations, so that Host employees who might provide any such support services have the requisite training to assist and answer questions from customers.

9. **Taxes.** EV Range is solely responsible for taxes imposed on the use of the Premises, (including but not limited any possessory interest tax to the extent related to the Charging Stations), and the Charging Stations, and any other equipment installed by it, that is located in the Premises. All other real or personal property taxes related to the Premises, including any increase in real estate taxes on the real property on which the Premises is located which arise from EV Range's improvements, are the sole obligation of Host. Each Party is responsible for its own income, franchise and similar taxes.

10. **Relocation of Premises.** During the Initial Term, Host may not relocate the Premises without EV Range's prior written consent, which may be withheld in EV Range's discretion. At any time thereafter during any Extended Term, upon the request of Host in connection with a legitimate business purpose, Host may request, not more than one (1) time, that EV Range relocate the Premises to a mutually agreeable location (i) that includes at least the same number of parking spots, and (ii) with accessibility (by EV Range and its invitees and customers) and visibility that is similar to the original Premises, provided that the new

location is open to the public before EV Range is required to decommission the original location and Host shall not be entitled to any increase in the License Fee as a result of such relocation. Upon receipt of such request, EV Range may either (1) elect to terminate this Agreement or (2) elect to relocate the Premises and pay all of its costs and expenses incurred as a result of such relocation, including, without limitation, the cost of moving the Charging Stations (including replacing any portion of the Charging Stations that cannot be moved without resulting in damage to such portion); the costs of any required revisions or modifications to any Governmental Authorizations, if any; utility relocation or reconnection costs; installation costs, including, without limitation, costs of vendors and contractors, the installation of electrical equipment, utility lines, hardware, and software, site preparation, trenching, repaving, and landscaping; the cost of relocating and installing EV Range's signage; and restoration costs related to the restoration of the original Premises.

#### **ARTICLE 4 INTELLECTUAL PROPERTY; PUBLICITY**

1. **Intellectual Property.** As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic Top-Level Domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.
  - a. **Host Intellectual Property.** The Parties agree that, as between them, Host has and retains ownership of all of Host's Intellectual Property, and except as set forth in ARTICLE 4.3(b), EV Range has no right, and shall not obtain any right, in any Host Intellectual Property.
  - b. **EV Range Intellectual Property.** The Parties agree that, as between them, EV Range has and retains ownership of all of EV Range's Intellectual Property, and Host has no right, and shall not obtain any right, in any EV Range Intellectual Property.
2. **Ownership of Drawings and Other Documents.** All documents and records prepared by or under the direction of EV Range pursuant to this Agreement, including, without limitation, drawings, specifications, and other documents, including those in electronic format, are solely and exclusively EV Range Intellectual Property, and EV Range retains all common law, statutory and other reserved rights, including the copyright.
3. **Publicity.**

Each Party, on its own or in conjunction with the other Party, may (i) make or publish announcements, press releases and statements and hold press conferences, both through traditional and electronic media, including websites created by them or other third parties, regarding the subject matter of this Agreement, including, without limitation, the execution of this Agreement, the status of the activities contemplated

herein and the location of the Charging Stations, (ii) advise mapping or other services of the existence of the Charging Stations at the Premises so that such services may include such information in connection with their mapping or other services; and (iii) make any disclosures regarding the subject matter of this Agreement or provide copies of this Agreement or portions hereof to utility providers, governmental authorities, affiliates and/or third parties as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement. EV Range acknowledges that Host is a public agency that is subject to the California Public Records Act and that this Agreement is a public record subject to public disclosure. Each Party hereby grants to the other Party an irrevocable, perpetual, royalty-free and transferable (to a permitted assignee subject to ARTICLE 8.4 of this Agreement) license during the Initial Term and any Extended Term of this Agreement to use the other Party's name and logo in connection with their business development activities for the limited purpose of indicating the existence of a business relationship between the Parties.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES; COVENANTS**

1. **Mutual Representations and Warranties.** Each of Host and EV Range hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such Party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.
2. **Host Representations and Warranties.**
  - a. **Consents/Approvals.** Host further represents, warrants and covenants that it has obtained or it shall obtain any and all consents or approvals required in order for Host to grant the License and other rights and perform its obligations under this Agreement, and for EV Range to take the actions with respect to the Premises contemplated in this Agreement, from any third parties: (i) with an interest in the Host Property (including, without limitation, any owner, lender, lessee, ground lessor, party with a right of first refusal (or right of first offer) or any party to any reciprocal easement agreement) or (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Host Property. When consent of a third party is required, upon the reasonable request of Host, EV Range shall provide reasonable

assistance to Host to educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement.

- b. Title. Host further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the Host Property that would adversely affect the use or occupancy of the Premises by EV Range pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the Host Property free of any such liens, judgments, encumbrances or other impediments.
- c. Hazardous Substances. Host further represents and warrants that to its knowledge the Host Property is and has at all times been in compliance with all applicable laws relating to the Host Property, including, without limitation, laws relating to Hazardous Substances and to the knowledge of Host, no fact or circumstance exists that reasonably could be expected to involve the Host Property in any environmental litigation, proceeding, investigation or claim or impose any environmental liability upon Host. "Hazardous Substances" means any and all chemicals, constituents, contaminants, pollutants, materials, and wastes and any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures (whether solids, liquids, gases), or any substances which are now or at any time after the Effective Date subject to regulation, control, remediation or otherwise addressed as a hazardous substance under applicable laws, including those laws, regulations and policies relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal, distribution, manufacture, processing, storage, transport, treatment, transport, or other use of such substances.

### 3. EV Range Covenant.

During the Initial Term and any Extended Term neither EV Range nor its employees, agents or contractors shall deliver, transport, bring to, store, maintain, use, generate or discharge any "Hazardous Substances" on the Host Property or the Premises. "Hazardous Substances" means any and all chemicals, constituents, contaminants, pollutants, materials, and wastes and any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures (whether solids, liquids, gases), or any substances which are now or at any time after the Effective Date subject to regulation, control, remediation or otherwise addressed as a hazardous substance under applicable laws, including those laws, regulations and policies relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal, distribution, manufacture, processing, storage, transport, treatment, transport, or other use of such substances.

## ARTICLE 6

### INSURANCE; CASUALTY AND CONDEMNATION

#### 1. EV Range Insurance.

- a. Coverage. During the License Term, EV Range shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:
  - I. Full replacement cost Property Insurance (written on a "special perils" basis) for the Charging Stations and all other personal property, machinery, equipment and trade fixtures owned by EV Range.

- II. Statutory Worker's Compensation Insurance and Employer's Liability Insurance as required by the State of California, limits of \$1,000,000.00 per accident/per employee.
- III. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$2,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds.
- IV. [Automobile Liability Insurance with limits of 2,000,000 per accident for bodily injury and property damage.]

2. **Reserved.**

3. **Host Insurance.**

- a. **Coverage.** During the License Term, Host shall maintain in full force and effect, at its cost and expense:
  - I. Full replacement cost Property Insurance (written on an "special perils" basis) for (1) the Host Property and all improvements thereon (including without limitation the Premises and all electrical infrastructure for the Charging Stations); and (2) all personal property, machinery, equipment and trade fixtures located at the Host Property or owned by Host; and
  - II. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$2,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds.
  - III. [Host may satisfy its insurance obligations through self-insurance.]

4.

5. **Other Insurance Requirements.** The insurance policies required under ARTICLES 6.1 and 6.2 shall:

- a. **Issuers.** Policies must be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Commencement Date; if the Best's ratings are changed or discontinued, the Parties shall agree to a comparable method of rating insurance companies.
- b. **Umbrella or Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision

that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Host.

- c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the Host and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the Host. At the option of the Host, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Host, its elected and appointed officials, officers, employees and authorized volunteers, or EV Range shall provide a financial guarantee satisfactory to the Host guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
  - i. The Host, its elected and appointed officials, officers, employees and authorized volunteers (the "Additional Insureds") are to be covered as insureds as respects liability arising out of work or operations as performed by or on behalf of EV Range; or automobiles owned, leased; hired or borrowed by EV Range.
  - ii. For any claims related to this Agreement, EV Range's insurance coverage shall be primary insurance as respects the Host, its elected and appointed officials, officers, employees and authorized volunteers. Any insurance or self- insurance maintained by the Host, its elected and appointed officials, officers, employees or authorized volunteers shall be in excess of EV Range's insurance and shall not contribute with it. The Additional Insured coverage under EV Range's policy shall be at least as broad as ISO Form CG 20 01 04 13.
  - iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by EV Range, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Host.
- e. EV Range's Workers' Compensation endorsement shall contain a Waiver of Subrogation against the Host. EV Range shall provide to the Host an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the Host for injuries to employees of the Insured resulting from work for the Host or use of the Host Property and the Premises or facilities.
- f. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above shall be available to the Host. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- g. EV Range shall furnish the Host with original certificates and amendatory endorsements effecting coverage required by this Agreement. The endorsements should be on forms provided by the Host or on other than the Host's forms provided



Premises shall be apportioned between the City and EV Range based on the value of the property destroyed and some of the proceeds will be made available to EV Range in connection with such repair and restoration. If either EV Range or Host elects to exercise its right to terminate this Agreement (to the extent allowed by this Section 7(a)), EV Range shall remove all of EV Range's property from the Premises in accordance with ARTICLE 2.2(b) of this Agreement. Any repair and restoration required by EV Range under this ARTICLE 7(a) shall commence within sixty (60) days of the date EV Range elects to repair and restore the Premises and shall be completed no later than 120 days thereafter.

- b. Condemnation/Taking. If any portion of the Premises or Host Property is condemned or taken in any manner for a public or quasi-public use that could adversely affect the use of the Charging Stations, then EV Range may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority. If EV Range does not elect to terminate, the Parties will use commercially reasonable efforts to find an alternate location for the Charging Stations elsewhere on Host Property. The costs of the relocation of the Charging Stations shall be paid by EV Range. EV Range may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation; *provided, however*, in no event shall such claim reduce the Host's award related to the condemnation or taking.
- c. Suspension of Term. During any time that (i) the Charging Stations or any portion of the Premises is under repair due to a casualty as described in ARTICLE 6.7.a or being relocated pursuant to this ARTICLE 6 or Article 3(10) (Relocation of Premises) or (ii) EV Range and its agents, employees, contractors, vendors, customers, guests and invitees do not have access to the Premises due to Host's acts or omissions (without limiting EV Range's rights under ARTICLE 2.3), the Term shall be temporarily suspended on a day-for-day basis.

## **ARTICLE 7 INDEMNITY; LIMITATION OF LIABILITY**

1. EV Range. EV Range shall defend, indemnify and hold harmless Host, its elected and appointed officials, officers, employees, agents and authorized volunteers (individually, "Host Party" and, collectively, the "Host Parties") from and against all third party: claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") to the extent arising out of or resulting from (i) any willful misconduct or active negligence of EV Range, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, "EV Range Party" and, collectively, the "EV Range Parties") in connection with this Agreement, (ii) any breach by EV Range of its obligations, representations or warranties under this Agreement, (iii) the operation of the Charging Stations during the Term, except to the extent arising out of or resulting from any willful misconduct or active negligence of any Host Party or any installation activities conducted by a contractor or other service provider designated by Host, and (iv) the presence, generation or release of Hazardous Substances transported onto the Host Property or Premises and generated or released by any EV Range Party.

The obligations of EV Range under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term.

2. **Host**. Host shall defend, indemnify and hold harmless the EV Range Parties from and against all Losses to the extent arising out of or resulting from (i) any willful misconduct or active negligence of any Host Party in connection with this Agreement, (ii) any breach by Host of its obligations, representations or warranties under this Agreement, (iii) the presence, generation or release of Hazardous Substances on the Host Property (other than to the extent Hazardous Substances were brought onto the Host Property and generated or released by EV Range). The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.
3. **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE (IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES RELATING TO THIS AGREEMENT. THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE OTHER PARTY TO MITIGATE ITS DAMAGES. EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL LIABILITY TO THE OTHER PARTY (ON AN AGGREGATE BASIS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) SHALL NOT EXCEED FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). THE FOREGOING LIMITATION SHALL NOT LIMIT EITHER PARTY'S LIABILITY TO THE EXTENT OF ITS GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS ARTICLE 7.3 SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
4. **Procedure**. Any Party seeking indemnification hereunder (the "Indemnified Party") shall deliver to the other Party (the "Indemnifying Party") a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a "Claim Notice"). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced; *provided, however*, that failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such Indemnifying Party has been prejudiced by such failure. An Indemnified Party shall have the right to participate in the Indemnifying Party's defense of a claim and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying Party, it being understood that the indemnifying Party shall control such defense.

## ARTICLE 8 MISCELLANEOUS

1. **Brokers**. Each Party hereby represents to the other Party that it has not dealt with any broker in connection with this Agreement. Each Party agrees to defend, indemnify and hold the other Party, its elected and appointed officials, members, principals, beneficiaries, partners, officers, directors, employees, agents, and authorized volunteers, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented such Party in connection with this Agreement.

2. **Survival.** The obligations hereunder that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to give them full effect.
3. **Notice.** Any notice to be given under this Agreement will be in writing and addressed to the Party at the address stated below. Notices will be deemed given and effective (i) if personally delivered, upon delivery, or (ii) if sent by an overnight service with tracking capabilities, upon receipt. Any such notice shall be delivered or addressed to the Parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this ARTICLE 8.3. Failure to give notice in accordance with any of the foregoing methods shall not defeat the effectiveness of notice actually received by the addressee:

If to EV Range:

EV Range Inc.  
P.O. Box 1524  
Zephyr Cove, NV 89448  
Attn: Legal Dept.

If to Host:

City of Portola

35 Third Avenue

P.O. Box 1225

Portola, CA 96122

Attn: City Manager

Each Party may change its address for notice by giving notice thereof to the other Party.

4. **Assignment.** This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, successors, assigns, and personal representatives. Neither Party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other Party, which shall not be unreasonably withheld; *provided, however,* that (i) EV Range may assign this Agreement without Host's consent or approval so long as any assignee agrees in writing to be bound by the terms of this Agreement and assumes all obligations and liabilities of and created by this Agreement, (ii) Host may assign this Agreement without EV Range's consent to (a) an affiliate (including a parent or subsidiary), (b) a successor by merger or acquisition, (c) a successor to all or substantially all of the assets of Host, or (d) a purchaser of the Host Property; provided that any such assignment shall be made subject to this Agreement and the assignee shall agree in writing to assume all of Host's obligations under this Agreement (Host shall provide reasonable evidence of such assumption to EV Range).

5. **Independent Contractors**. The Parties shall act as and be independent contractors in the performance of this Agreement. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose, and the employees of one Party shall not be deemed to be the employees of the other Party. Except as otherwise stated in this Agreement, neither Party has any right to act on behalf of the other, nor represent that it has such right or authority.
6. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California, without regard to the conflicts of law principles that would result in the application of any law other than the law of the State of California.
7. **Consent to Jurisdiction**. Each of the Parties hereby irrevocably consents and agrees that any legal action or proceedings brought with respect to any dispute arising out of this Agreement shall be brought in, and each Party submits to the jurisdiction and venue of the state courts located in the County of Plumas, State of California, and by execution and delivery of this Agreement, each of the Parties hereby (i) accepts the non-exclusive jurisdiction of the foregoing courts, (ii) irrevocably agrees to be bound by any final judgment (subject to any appeal) of any such court with respect thereto, and (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive (subject to any appeal) and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.
8. **Remedies**. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under applicable law, in equity or otherwise.
9. **Attorneys' Fees; Venue**. If either Party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing Party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Any legal action or proceeding with respect to or arising out of this Agreement shall be tried and litigated exclusively in the State courts located in the County of Plumas, State of California.
10. **Specific Performance**. Notwithstanding anything to the contrary set forth herein or elsewhere, the Parties agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement, without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting any bond or other security, and to enforce specifically the terms and provisions of this Agreement in any state court located in the County of Plumas, State of California, this being in addition to any other remedy to which they are entitled at law or in equity.

11. **Further Assurances**. Each Party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
12. **Force Majeure**. Neither Party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. This Agreement may be terminated without any termination fee or other penalty by the Party whose performance has not been affected if non-performance continues for more than sixty (60) days.
13. **No Waiver**. The failure of a Party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.
14. **No Third Party Beneficiaries**. This Agreement does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns.
15. **Integration; Amendments**. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Parties, and that there are no verbal or oral agreements, promises or understandings between the Parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the Parties.
16. **Severability**. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the Parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.
17. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.
18. **Drafting Presumption**. This Agreement has been and shall be construed to have been drafted by all Parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.
19. **Construction**. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement.

20. **Memorandum.** EV Range may, at its sole cost and expense, record a memorandum of license agreement (the "Memorandum") substantially in the form attached hereto as Exhibit F with the appropriate land registry or recorder's office. At the request of EV Range, Host shall execute the Memorandum. EV Range shall provide Host with a conformed copy of any Memorandum.

[Signature Page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first shown above.

**HOST:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EV RANGE:**

EV RANGE INC,  
a Delaware Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

## DESCRIPTION OF HOST'S PROPERTY

**Parcel Number:** 126-082-016-000

**Address:** 411 Commercial St, Portola, Ca, 96122

**Parcel/Assessors Map of property:**

RESULTS

LIST **DETAIL**

Records: 3 Click the LIST tab to return to the LIST View Page 3 / 3 Refresh List Save Work Print Hide Map

**ASSESSOR DATA** DOCS & SALES HISTORY

3 Property Address: 114 COMMERCIAL ST PORTOLA CA 96122-9636 APN Map Index County Index

Ownership

County: PLUMAS, CA  
Assessor: CYNTHIA L. FROGGATT, ASSESSOR  
Parcel # (APN): 126-082-016-000  
Parcel Status: ACTIVE  
Owner Name: PORTOLA CITY OF  
Mailing Address: PO BOX 1225 PORTOLA CA 96122  
Legal Description:

12608.pdf EV RANGE\_PORTOL...pdf Paycheck\_2021-07...pdf EV RANGE MASTE...pdf EV RANGE MASTE...pdf 1111 Prashard Stre...pdf Show all

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**EXHIBIT C**

**LICENSE FEE SCHEDULE**

\$1 annually paid on the anniversary of Charger activation

## EXHIBIT D

### Addendum to Master License Agreement

THIS ADDENDUM TO MASTER LICENSE AGREEMENT (this "Addendum"), dated as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), is entered into by and between \_\_\_\_\_ ("Host") and EV Range Inc., a Delaware Corporation ("EV Range"). Host and EV Range are referred to herein individually as a "Party" and collectively as the "Parties". Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in the Agreement (as defined below).

#### RECITALS:

WHEREAS, Host and EV Range entered into that certain Master License Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Agreement");

WHEREAS, Host desires to license additional Host Property to EV Range ("Additional Host Property").

WHEREAS, the Parties desire to amend the Agreement add the Additional Host Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### AGREEMENT:

1. Additional Property. In order to add the Additional Host Property, the Parties hereby agree that Exhibits A and B attached to the Agreement are hereby deleted in their entirety and replaced with Exhibits A and B attached hereto. [ATTACH EXHIBITS A and B]
1. License Fee. The annual license fee for the Additional Host Property shall be \_\_\_\_\_ and \_\_/100 Dollars (\$\_\_\_\_.00) due and payable in the same manner and upon the same terms as the License Fee set forth in the Agreement.
1. Full Force and Effect. Except as expressly modified herein, the terms and conditions set forth in the Agreement shall remain in full force and effect. The terms of the Agreement shall govern the Additional Host Property.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the Effective Date.

**HOST:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By:

Name:

Title:

**EV RANGE:**

EV RANGE INC,  
a Delaware Corporation

By:

Name:

Title:

## **EXHIBIT E**

### Amendment of Master License Agreement

THIS AMENDMENT OF MASTER LICENSE AGREEMENT (this "Amendment"), dated as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), is entered into by and between \_\_\_\_\_ ("Host") and EV Range Inc., a Delaware Corporation ("EV Range"). Host and EV Range are referred to herein individually as a "Party" and collectively as the "Parties". Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in the Agreement (as defined below).

#### RECITALS:

WHEREAS, Host and EV Range entered into that certain Master License Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Agreement");

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### AGREEMENT:

1. Additional Property. The Parties hereby agree that Exhibits B attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto. [ATTACH EXHIBIT B]
1. Full Force and Effect. Except as expressly modified herein, the terms and conditions set forth in the Agreement shall remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Effective Date.

**HOST:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By:

Name:

Title:

**EV RANGE:**

EV RANGE INC,  
a Delaware Corporation

By:

Name:

Title:

**EXHIBIT F**

*Intentionally left blank.  
Exhibit F (Memorandum of License Agreement) is on the following page*

**Memorandum of License Agreement**

RECORDING REQUESTED BY:

EV Range Inc.  
P.O. Box 1524  
Zephyr Cove, NV 89448

This Memorandum of License Agreement is made by and between \_\_\_\_\_ a \_\_\_\_\_ (“Host”) and EV Range Inc., a Delaware Corporation (“EV Range”), to evidence that there is in existence a License Agreement as hereinafter described.

1.Name of Agreement: License Agreement

2. Name of Licensor:

3.Name of Licensee: EV Range Inc.

4.Address of Licensor:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

5. Address of Licensee: EV Range Inc.  
P.O. Box 1524  
Zephyr Cove, NV 89448  
Attn: Legal Dept.

6.Date of Agreement:

7. Property Address: 411 Commercial St, Portola, Ca, 96122

8.Initial License Term: 15 years

9.Renewal Term(s):The term shall automatically renew for successive five (5) years, subject to termination as described in the License Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License Agreement as of \_\_\_\_\_.

**LICENSOR:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

**LICENSEE:**

EV Range Inc.,  
a Delaware Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_