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CHARGING STATION LICENSE AGREEMENT

This Charging Station License Agreement ("Agreement") is entered into as of the ____ day of _____, 2022 ("Effective Date") by and between the City of San Leandro, a municipal corporation (the "City") and the East Bay Community Energy Authority, a Joint Power Authority ("EBCE"). City and EBCE are individually referred to as "Party" and collectively as "Parties".

1. Grant of License. City is the fee simple owner of certain real property located at the San Leandro Main Library parking lot - 300 Estudillo Avenue, San Leandro (APN 077-0551-001-00) (the "Property"). City grants to EBCE and its contractors and vendors for the Term of this Agreement: (i) an exclusive and irrevocable, except as specifically set forth herein, license to use and occupy a portion of the Property, including twenty-four (24) designated parking spaces for charging electric vehicles ("Charging Stalls"), as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Premises") for the Purpose, as defined in Section 2 below; and (ii) any necessary easements or rights for installation, maintenance, operation, access and utilities for the Purpose, as designated in Exhibit A. City shall not allow installation or use of charging stations other than those of EBCE on the Property.

2. Purpose. The Premises may be used by EBCE and its contractors and vendors for any lawful activity in connection with the design, development, construction, installation, maintenance, repair, replacement, removal, security, and operation of direct current fast chargers and ancillary items to fuel electric vehicles, 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 Station"), together with any other uses permitted herein ("Purpose"), on the terms and conditions set forth in this Agreement.

3. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and terminate fifteen (15) years from the date that the Charging Station is first available to begin charging vehicles ("Commencement Date"). EBCE shall provide notice to City of the Commencement Date. Following the expiration of the initial Term, the Parties may mutually agree in writing to renew or extend the Term of the Agreement, or absent such agreement, EBCE shall remove the Charging Stations in accordance with Section 12 hereof.

4. Termination. This Agreement may be terminated:

a. by EBCE, upon thirty (30) days' written notice to City, at any time prior to the submission of the permit application for construction of the Charging Station at the Property or in the event that EBCE determines that the construction or continued operation of the Charging Station is impracticable or uneconomical; or

b. by EBCE, if any portion of the Property is condemned or taken in any manner for a public or quasi-public use that could adversely affect EBCE's use of the Premises, as of the date title to the condemned portion of the Property is transferred to the condemning authority.

c. by City, upon thirty (30) days' written notice to EBCE, in the event the Commencement Date has not occurred within fifteen (15) months following the Effective Date; provided that the foregoing right shall terminate upon the Commencement Date; or

d. by either Party if the other Party breaches or fails to perform any of its obligations under this Agreement in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice; provided that if such breach or failure reasonably requires more than ten (10) business days to cure, this provision shall not be triggered if such breaching Party commences to cure within such period and diligently proceeds to complete such cure; or

e. by either Party, if 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.

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f. by either Party, if any portion of the Property is damaged by fire or other casualty in a manner that adversely affects EBCE's use of the Premises, within thirty (30) days of the date of such fire or other casualty.

5. Electricity and Communications. Unless otherwise agreed by the Parties, EBCE shall be responsible for all electricity and communications costs of the Charging Station by obtaining separately metered electricity service. City shall reasonably cooperate with EBCE's efforts regarding the provision of electricity to the Charging Station. Neither City nor EBCE has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of distribution utilities furnished to the Charging Station. City grants to EBCE the right to establish and/or receive utility services for the limited Purposes of the terms of this Agreement, including but not limited to electric, and the right for the distribution utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use said utility services to serve the Charging Station together with the right for the distribution utility service supplier to ingress to and egress from said utility service facilities across the City Property to the Premises. City grants the right for the distribution utility and the service utility to trim, cut down, and clear away or otherwise control any trees or brush owned or controlled by the City within five (5) feet of said route. In addition, City shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route and on City property. Nothing by way of the rights established under this section shall excuse EBCE, its contractors or vendors, or the distribution utility service supplier, from its duty to obtain any and all necessary licenses, permits (including encroachment and building permits), or other approvals to establish and receive utility services or time and cut down or remove trees or brush.

6. Maintenance and Operation of Premises. City shall cause the Premises, including EBCE Charging Stalls, to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Property that are under the City's control. For purposes of clarification, City shall have no responsibility to maintain EBCE's Charging Stations or related EBCE equipment, hardware, software, or signage. City shall not retain any ownership rights in the Charging Station and related EBCE equipment. EBCE and its employees, contractors, and vendors may, at any time during the Term, access the Premises and Property to maintain, inspect, repair, upgrade, remove or replace any portion of the Charging Station. Nothing by way of the rights established under this section shall excuse EBCE or its contractors or vendors from its duty to obtain any and all necessary licenses, permits (including encroachment and building permits), or other approvals to maintain, inspect, repair, upgrade, remove or replace any portion of the Charging Station. EBCE shall operate and maintain, and/or retain a third-party contractor ("Contractor") to operate and maintain, the Charging Stations in accordance with Exhibit B, attached hereto and incorporated herein by this reference ("Maintenance and Operations Plan"). The Maintenance and Operations Plan shall be updated from time to time and EBCE shall identify the Contractor retained by EBCE to operate and maintain the Charging Stations. Exhibit B may be modified in accordance with the terms of Exhibit B upon EBCE's selection of a Contractor, and such modification shall not require City's Council or EBCE's Board approval.

7. EBCE Customers: Access. EBCE will provide Charging Station access to customers ("EBCE Customers"), which may include members of the public, as well as commercial fleet and rideshare vehicles, who shall be charged in amounts reasonably determined by EBCE, which may change from time to time in EBCE's sole discretion. EBCE Customers shall have access to the Premises twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-five (365) days per year. City shall notify EBCE at least forty-eight (48) hours in advance of any need to limit access to the Premises due to maintenance, safety, special use, or other unforeseen reasons, or, if possible, as soon as reasonably practical in the event of an emergency.

8. Signage & Promotional Activities. At its sole cost and expense, EBCE and its contractors and vendors may stripe and place appropriate signage at the Premises and mark the Charging Station and Charging Stalls and related EBCE equipment in EBCE's sole discretion. In addition, subject to City's prior written approval, not to be unreasonably withheld, EBCE and its contractors and vendors may place signage, marks, or advertising devices in, on, or about and around the Premises within the City Property, as described in the Maintenance and Operations Plan, at EBCE's sole cost and subject to applicable laws and regulations. At no time may City place any signage on EBCE Charging Stalls, Charging Stations or

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related EBCE equipment or in a manner that interferes with EBCE operations on the Premises. Nothing by way of the rights established under this section shall excuse EBCE or its contractors or vendors from its duty to obtain any and all necessary licenses, permits (including encroachment and building permits), or other approvals to install signage on the Property.

9. Promotional Activities. During the Term of the Agreement, EBCE may promote the availability of the Charging Stations through traditional and/or electronic media, including providing the address to the Property and a description thereof. No Party shall use the other Party's trade or service marks, logos, or other proprietary materials without the prior written consent of the other Party. Parties agree to coordinate promotional activities to the greatest extent possible and will establish a promotional plan, using the resources of both the City and EBCE.

10. Construction. EBCE shall, at its sole cost and expense, be responsible for installation, construction and removal of the Charging Stations and related EBCE equipment, hardware, software, and signage, including the hiring and coordination of vendors and contractors and including any royalties, licenses, fees, and/or taxes payable due to the operation of the Charging Stations. EBCE shall develop a schedule (the "Construction Coordination Schedule"), which shall set forth the details, timing and coordination of the work described above ("Construction Work"). The Construction Coordination Schedule shall be attached hereto and incorporated herein as Exhibit C. Nick Thom, City Engineer for the City, and Jessie Denver, Director for EBCE, are delegated authority to make mutually agreeable revisions to the Construction Coordination Schedule regarding the manner, timing and coordination of the Construction Work without requiring the City's Council or EBCE's Board approval. Before beginning any Construction Work, EBCE shall provide a copy of the construction schedule and installation plans to the City for its review, including pricing and bid procedure, which review shall not be unreasonably delayed or withheld. EBCE shall ensure that it or its designated contractor(s) and/or service providers obtain from governmental authorities all licenses, permits (including encroachment and building permits), or other approvals (collectively, "Approvals") required to conduct such installation activities. City will reasonably cooperate with EBCE's designated contractors and service providers as required to obtain such Approvals. EBCE shall not permit or suffer any Stop Orders, mechanic's or materialmen's liens to attach to the Premises. A "Stop Order" means the notice and claim procedures for payment available in California Civil Code section 9000, et seq., to laborers, subcontractors, suppliers, material men and other parties identified in California Civil Code 9100 that provide labor or materials to a public project. If such a Stop Order, mechanic's or materialmen's lien attaches to the Premises, EBCE shall remove or bond over such Stop Order or lien at EBCE's sole cost and expense, within twenty (20) days of EBCE receiving written notice thereof. EBCE shall ensure that it or its designated contractors, subcontractors and/or service providers shall 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 Labor Code Section 1720 et seq., and Sections 1774 and 1775, to employ apprentices as required by Labor Code Section 1777.5 et seq., and shall cause the contractors and subcontractors to comply with all other applicable provisions of the City's laws, Labor Code and the implementing regulations of the Department of Industrial Relations (the "DIR").

11. Modification. EBCE may, at any time during the Term and in its discretion modify, including, without limitation, upgrade, replace, and/or remove all or a portion of the Charging Stations (collectively, "Modifications"), whether or not said items are considered fixtures and attachments to the Premises under applicable laws; provided, however, before any such Modifications, EBCE shall provide at least sixty (60) days prior notice to City and obtain all necessary licenses or permits prior to commencing any Modification. Any Modification does not waive, cancel or void EBCE's obligations under the remainder of this Agreement.

12. Removal. Within ninety (90) days following the termination of this Agreement, EBCE, at its sole cost and expense, shall remove, or cause its contractors and vendors to remove, the Charging Stations and all of EBCE's other equipment and personal property from the Premises, including signage, but not electric infrastructure, which shall remain with the Property. This provision shall survive the termination of this Agreement. EBCE and its contractors and vendors shall coordinate with PG&E and have the electric service and switchgear removed. Electrical conduits can be capped and abandoned in place. Wires must

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be disconnected and removed. Any holes left by removal shall be filled in by EBCE.

13. Representations, Warranties & Covenants. City and EBCE each hereby represent and warrant to the other that, as of the Effective Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the 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, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid and binding obligation of such Party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity. Both Parties shall comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes, nondiscrimination laws) and as amended from time-to-time in performing its obligations under the Agreement.

14. Indemnity. Each Party shall indemnify and hold harmless the other Party, and their respective affiliates, representatives, agents, officers, officials, directors, managers, members, partners, contractors, or employees, 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") that arise out of or result from (i) any negligence of the indemnifying Party in connection with this Agreement, (ii) any breach by the indemnifying Party of its obligations, representations or warranties under this Agreement, or (iii) the indemnifying Party's operation of the Premises or Property, except to the extent arising out of or resulting from any willful misconduct or gross negligence of the indemnified Party. The obligations of the Parties under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of EBCE to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Each Party's obligation to defend and indemnify shall not be excused because of such Party's inability to evaluate Losses or because such Party evaluates Losses and determines that it is not liable to the claimant. Each Party must respond within thirty (30) days to the tender of any claim for defense and indemnity by the other Party.

15. Insurance. During the Term, EBCE shall maintain insurance in full force and effect, at its cost and expense, as set forth in Exhibit D, attached hereto and incorporated herein by this reference. The insurance limits required of EBCE may be satisfied through self-insurance or a JPA, as designated in Exhibit D.

16. Limitation of Liability. In no event shall either Party be liable (in contract or in tort, including negligence and strict liability) to such other Party for any special, indirect or consequential damages relating to any claims between the Parties arising out of this Agreement; provided that such limitation shall not apply to any third-party claims that are subject to indemnity under Section 14 above. The provisions of this Section shall apply to the full extent permitted by law and shall survive termination of this Agreement.

17. Miscellaneous.

a. Notice. Any notice provided or permitted to be given under the Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the Party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient Party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. Each Party may change its address for notice by giving notice thereof to the other Party. For purposes of notice the addresses of the Parties shall be as

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follows:

To City:

Attention: City of San Leandro
CC: Sustainability Manager
City Manager's Office
835 E14th Street
San Leandro, California 94577

To EBCE:

Attention: East Bay Community Energy
CC: Jessie Denver
1999 Harrison Street, Suite 800
Oakland, California 94612

b. Property Rights; Assignment. The rights granted to EBCE in this Agreement shall constitute covenants running with the land as to the non-possessory interests in real property which are made subject hereto and shall bind City's successors and assigns, for the term of this Agreement. EBCE may record this Agreement or memorandum thereof in the public records of any public office. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred, or City ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under the Agreement (each, a "Transfer Event"), City shall assign its rights and obligations under the Agreement to the person or entity which would be able to comply with City's obligations following such Transfer Event. Further, City agrees that any such Transfer Event shall not affect, terminate or disturb EBCE's right to quiet enjoyment and possession of the Premises under the terms of the Agreement or any of EBCE's other rights under the Agreement, so long as EBCE is not then in default under any of the terms, covenants or conditions of the Agreement.

c. No Agency Relationship. 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 set forth in this Agreement, and the employees of one party shall not be deemed to be the employees of the other Party. Except as otherwise stated in the Agreement, neither Party has any right to act on behalf of the other, bind the other Party to any obligation whatsoever, nor represent that it has such right or authority.

d. Severability. If any term of the Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of the Agreement and the Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

e. Governing Law. This Agreement shall be governed by the laws of California with venue in Alameda County.

f. 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 and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

g. Remedies. The rights and remedies provided by the 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 any applicable law, in equity or otherwise.

h. Force Majeure. Neither Party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo,

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government requirement, civil or military authority, act of God, pandemic, act or omission of carriers or other similar causes beyond the Party's control.

i. Attorneys' Fees. If either Party institutes a suit against the other for violation of or to enforce any covenant, term or condition of the Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

j. No Third Party Beneficiaries. The Agreement does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns.

k. Integration; Amendments. The Agreement contains all agreements, promises and understandings between the Parties as to the subject matter of this Agreement. Any amendment, modification or other change to the Agreement shall be ineffective unless made in a writing signed by the Parties hereto.

l. Counterparts. The Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document.

m. Construction. All documents or items attached hereto, or referred to in the Agreement, including the Property and Premises descriptions attached hereto and the exhibits incorporated herein as Exhibits A, B, C and D, are incorporated into the Agreement as fully as if stated within the body of the Agreement. Each Party has cooperated in the drafting, negotiation and preparation of the Agreement and nothing herein shall be construed against either Party on the basis of that Party being the drafter of such language.

Exhibit A	Property and Premises
Exhibit B	Maintenance and Operation Plan
Exhibit C	Construction Coordination Schedule
Exhibit D	Insurance Requirements

[Signature page follows on next page.]

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In witness thereof, the Parties have entered into this Agreement as of the Effective Date set forth above.

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

EAST BAY COMMUNITY ENERGY

Fran Robustelli, City Manager

Nick Chaset, Chief Executive Officer

Attest:

Consultant's DIR Registration Number
(if applicable)

Kelly Clancy, Acting City Clerk

Budget Approved:

Approved as to Form:

Approved as to Fiscal Authority:



Inder Khalsa, General Counsel
EBCE

T. Michael Yuen, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

EXHIBIT A PROPERTY AND PREMISES

EBCE will install 12 dual-port 150 kilowatt (kW) direct current fast chargers (“DCFC”) in 24 Charging Stalls within the Premises identified in Figure 1 for the Property located at San Leandro Main Library parking lot - 300 Estudillo Avenue, San Leandro (APN 077-0551-001-00). Each DCFC will be capable of powering 2 Charging Stalls. The initial project design is depicted in Figure 2. The capacity of the DCFC equipment may change in the final project design.

Per State of California requirements, 2 of the Charging Stalls will comply with the Americans with Disabilities Act (“ADA”). To accommodate the van accessible ADA requirements, and DCFC equipment requirements generally based on final product selection, 2-3 additional parking spaces may be needed at the Property.

EBCE has identified that grouping the Charging Stalls together in a single area of the Property, rather than distributing them throughout the parking lot, will lead to project cost efficiencies. This project design will also result in a more positive user experience, easing drivers’ ability to find the Charging Stalls at the Property.

To accommodate the electrical load of the DCFCs at the Property, EBCE will coordinate with PG&E to determine if a new 2-megawatt service needs to be brought to the site. Costs related to the new electrical service will be assumed by PG&E and/or EBCE. The electrical service that powers the Charging Stalls will be EBCE’s Renewable 100 electricity product and EBCE will be responsible for the meter. The City will not pay any costs associated with the electricity consumption from this new meter. EBCE will coordinate with PG&E through their Service Planning process to confirm optimal siting of any new transformers needed at this location.

EBCE will seek the procurement of turnkey services from a single vendor, to be selected through a competitive solicitation issued by EBCE, that includes final design, equipment procurement, installation, load management system, ongoing maintenance services, and back-office services (e.g., communications, user account management, billing, reporting, utility interface application, etc.). The vendor will be under contract with EBCE and may:

- Coordinate with PG&E on the installation of a new transformer and any other front of the meter equipment that may be needed
- Install all associated wiring and conduit that enable the operation of the Charging Stalls (following all applicable building codes, industry standards, and best practices)
- Be responsible for pouring the concrete pads on which the DCFCs will be installed and designing and installing appropriate physical barriers (barrier posts, wheel stops) for structural support and protection of the DCFCs
- Mount all equipment in front of the Charging Stalls and will take into consideration accessibility to cables and plugs as well as connectivity to vehicles
- Be required to incorporate cable management systems in each Charging Stall to keep the charging cables off the ground
- Ensure the installation of the DCFCs complies with ADA requirements
- Re-stripe the Charging Stalls as needed
- Provide all signage required in consultation with EBCE
- Procure DCFCs and incorporate load management systems
- Provide a credit card payment solution (i.e. kiosk) if the DCFCs procured do not have a built-in credit card reader to ensure compliance with SB 454
- Provide a “Final M&O Plan” for inclusion to this Agreement (Exhibit B)

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EBCE will keep the City updated on a regular cadence of any project design changes and engage the City in project construction meetings.

Figure 1. Premises Diagram



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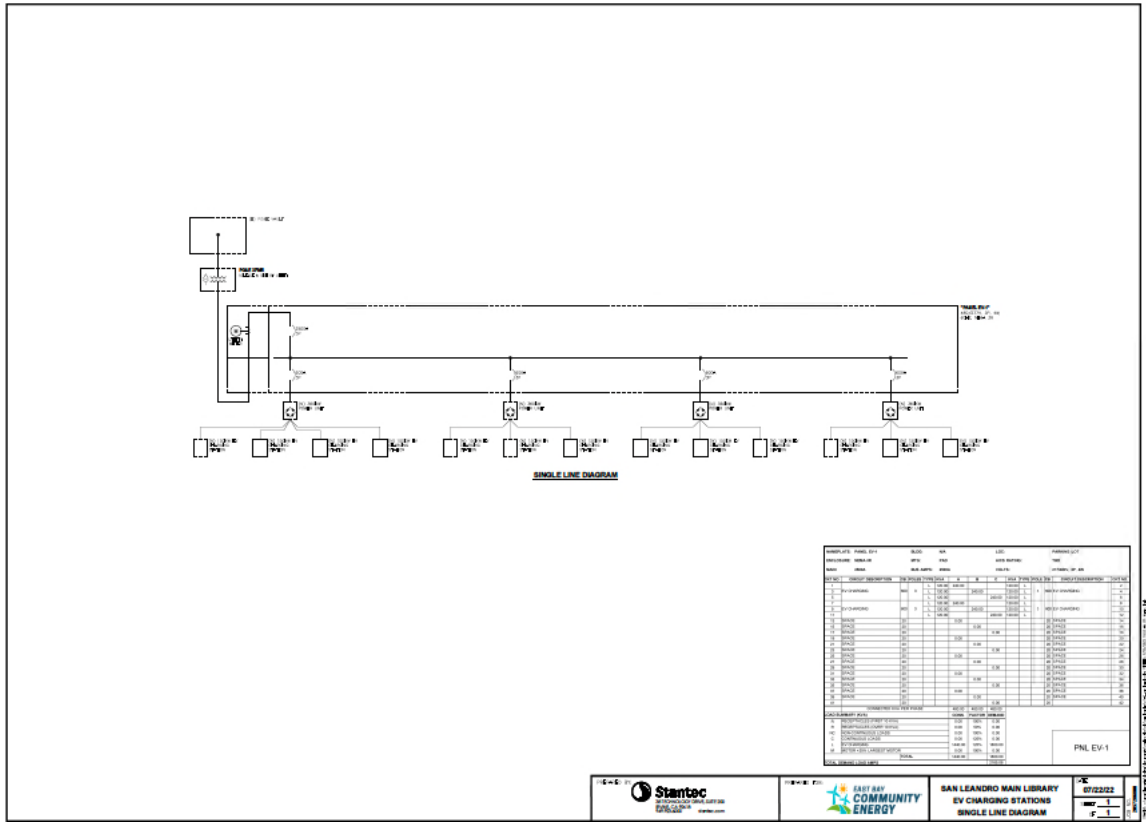


Figure 2. Initial Project Design for the San Leandro Main Library

* Figure 2 will be updated with final detailed drawings after EBCE has worked with PG&E's service planning team.

EXHIBIT B MAINTENANCE AND OPERATIONS PLAN

As a public agency, EBCE will issue a competitive solicitation for the development of the proposed Charging Stations. This solicitation may call for final design, engineering, permitting, and construction services, but also for maintenance and operation services (“M&O”) and back-office services to be provided by a to-be-determined contractor (“Contractor”).

EBCE has incorporated industry best practices into this preliminary Exhibit B (the “Draft M&O Plan”). EBCE will update this Draft M&O Plan, in its sole discretion once a Contractor has been selected and such Contractor provides a “Final M&O Plan”. Modification of Exhibit B will be completed at the staff level and it is anticipated that modification of Exhibit B will not require City Council review or approval.

OPERATIONS & MAINTENANCE

Term and Warranty:

- Equipment maintenance services for five (5) years commencing on the systems’ commercial operation date, with sub-sequential one-year extensions at EBCE’s option; and,
- All equipment, hardware, and software shall include a minimum five (5) year manufacturer’s warranty for parts and labor.

Operating Costs:

- As the project owner, EBCE will be responsible for the payment of operating costs, including any royalties, licenses, fees, and/or taxes payable due to the operation of the Charging Stations. This responsibility includes all costs incurred between the Effective Date through expiration of the Term or renewed Term.
- As the load-serving entity for the Charging Stations, EBCE will manage power supply for the Charging Station equipment. This responsibility spans from the Effective Date through expiration of the Term or renewed Term.

Installation, Material and Electrical Equipment:

- As the project owner, EBCE will be responsible for the payment of installation costs, including any royalties, licenses, fees, and/or taxes payable due to the operation of the Charging Stations and its related equipment and signage. This responsibility includes all costs incurred between from the Effective Date through expiration of the Term or renewed Term.
- Project design and hardware shall be tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, and locked enclosures.
- Cable management system is required to keep the charging cables off the ground.
- All equipment shall be installed in protected areas to prevent it from being damaged by vehicles. Physical barriers such as bollards, parking stops, and fences shall be installed to any equipment exposed to physical damage or unsafe conditions. All conduits and wiring shall be installed following building codes, industry and safety standards and best practices.
- If the Charging Stations do not have built in credit card readers, a credit card payment solution (i.e., kiosk) must be installed that complies with SB454 requirements.

Hardware and EV Service Equipment:

- EV service equipment (“EVSE”) shall comply with NEMA 3R for indoor or outdoor use.
- EVSE must be approved by a Nationally Recognized Testing Laboratory program for EVSE testing and certification.
- EVSE system must include a turnkey communications network installation that includes but is not limited to all hardware, software, carrier services and coordination, professional services, 3rd party coordination, technical assistance, maintenance, as well as any other product or service required for a secure and industrial/government regulation compliant solution necessary to ensure reliable network connectivity to/from the required system components and applications for users of the system.

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- EVSE must include necessary equipment, sensors, controls, and communications as necessary to support EVSE system functionality.
- EVSE must be capable of responding to signals to initiate, terminate, and curtail sessions as necessary to enable back-office services.
- EVSE must be able to recognize EVSE users and initiate charging sessions by smart phone application (via back-office services), EVSE hardware-specific RFID or "tap" card, and activation and payment through credit card reader.
- Fail safe design so if there are communications issues, it defaults to a free session.
- Hardware must be operable with other OCPP 1.6 or higher compliant back-office services.

Maintenance Services and Reliability:

- EBCE may retain a sufficiently qualified, experienced and trained third-party contractor "to be determined" to operate and maintain the Charging Stations in accordance with the terms of this Maintenance and Operation Plan. Such Contractor shall be licensed and in good standing throughout the Term.
- EBCE's "to be determined" Contractor will operate the Charging Stations for the benefit of public customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair. Contractor will be responsible for all M&O, which includes the following requirements:
 - Contractor must ensure all equipment is properly checked, tested, and activated for proper operation.
 - Contractor must ensure Charging Station pedestals, ancillary electrical equipment (i.e., power cabinets, transformer, etc.), and signage is kept safe, clean, presentable, and usable. As the site host, the City of San Leandro will be responsible for general parking facility surface cleanliness.
 - Contractor must employ a network communication system with a service provider capable of monitoring the Charging Stations for any error or malfunction 24 hours a day, seven (7) days a week.
 - EBCE will require that at least 25% of the selected Contractor's team of electricians, at any given time of the project, hold Electric Vehicle Infrastructure Training Program (EVIP) certification.
 - Maintenance of the EVSE shall be performed by Contractor and/or its subcontractors who have the capabilities and capacity to notify and respond in the following manner and timeframe:
 - Upon notification of an issue or malfunction, Contractor shall immediately notify EBCE of such malfunction or operating error.
 - In the event of an equipment or hardware malfunction or failure, a maintenance crew shall respond to the site within twenty-four (24) hours from the time the issue is reported and shall return station(s) to full operation and perform any necessary equipment or area cleaning within forty-eight (48) hours from the time the issue is reported. Maintenance crew shall return station(s) to full operation in no more than five (5) days for significant or complex issues.
 - Contractor and/or its subcontractors must stock key parts to ensure expedient response and repair times.
 - Fail-safe Charging Sessions: The charging system should be able to offer a customer charging session (without human intervention), even if communication or system issues would normally prevent the system from authorizing a session.
 - Guaranteed Availability: The Contractor shall propose a detailed plan that demonstrates a minimum of 97% guaranteed operational availability (as a percent of the time) for the Charging Stations. If complimentary energy is dispensed from the "fail-safe Charging Session", Contractor will compensate EBCE for the complementary energy (excluding the down time allowed by this guaranteed availability provision).
 - The City has no responsibility for the payment of maintenance costs, including any licenses, fees, and/or taxes payable due to the operation of the Charging Stations. This responsibility spans from the Effective Date through expiration of the Term.

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Automatic Load Management System and Energy System Functionality:

- Equipment must have a “fail safe” design in that if the local computer fails, the chargers still work but will not overload the available power. The Automatic Load Management System (“ALMS”) must be able to function independently to ensure that circuits and the electrical service are not overloaded when there is no WAN or internet connectivity and without the requirement for back office services from any particular provider.
- EBCE requires a system that allows EBCE to measure and manage energy usage easily, remotely, and in real-time, including the following functionality:
 - Remotely monitor, manage and configure EVSE;
 - Monitor and report real-time status of EVSE, including readiness, errors, or maintenance needs.

DATA AND BACK OFFICE

Term and Warranty:

- Back office services for five (5) years commencing on the system’s commercial operation date, with sub-sequential one (1) year extensions at EBCE’s option.

Back Office Services:

- Back office services must be provided and shall include data collection, storage, analysis, reporting, and software interfaces as necessary to enable required and desired EVSE system functionality, such as:
 - Initiating/validating/terminating user charging sessions;
 - User account management and customer service;
 - Configuring EVSE and/or back office services software to charge complex and varying fee structures;
 - Be able to bill based on kWh sales (time of day dependent) and time-based charging (by the minute and time of day). Ability to bill different groups at different rates. Systems must include the option of accessing services using an RFID or any vendor proposed option.
 - Open standards back office (OCCP 1.6 or higher compliant). The charging system should support third party, open standard back-office company for billing and customer service if Contractor is no longer under contract with EBCE to provide that service. This functionality shall not require additional funding by EBCE to reconfigure or replace infrastructure for a different third-party provider should this occur.
- Back Office Services shall be provided from contract execution and for five years commencing on the system’s commercial operation date, with an option for EBCE to extend the back office services in sub-sequential one (1) year terms.
- Contractor must complete the monthly back-office and billing cost summary for EVCS.

Payment Systems and Financial System Integration:

- Back office or network services shall process all transactions and revenue derived from payment systems established at the site, including process and methods for transferring funds to EBCE.
- Terms and conditions shall include a detailed pricing of all transaction fees including set up, monthly/annual network, transaction, and credit card processing.
- The Contractor shall have a system with the ability to integrate with EBCE’s financial applications and Charging Station credit card reader. Support for additional packages should include, but not be limited to:
 - Timeline for the receipt of funds from revenue generated by Charging Stations,
 - Consolidate and verify same terms for app and credit card reader,
 - Energy delivered, duration of charging, and amount paid by customer for each charging session,
 - Summary monthly report showing total sales, total fees, and net revenue,
 - Ability to analyze EVCS revenues and usage by location,

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- Third Party Integrations - ability to access data with EBCE's hardware and software providers. EBCE requires that Contractor shall have the ability to integrate with other partners through one of several methods:
 - Feed access: provide access to an RSS feed with the necessary information
 - API Access to provide secure data access: The API would offer the ability to export relevant data and insert relevant data as well
- Terms and conditions should not require a liquidated damages clause as part of the termination penalty, and EBCE is entitled to all collected money for charging including credit cards.

Data Integrity and Access:

- The Contractor shall maintain Payment Card Industry (PCI) Data Security Standard Compliance and be EMV (Europay, Mastercard, Visa) chip card enabled. EBCE requires any vendor with access to payment information to be PCI-compliant. Encryption of credit card data must be performed. All passwords and credit cards must be hashed and salted. No financial or identifying data shall travel unencrypted over public networks. Contractors must maintain the following:
 - PCI DSS Service Level 1 Compliance: Contractor shall prove their ability to not only process credit cards in large volume, but also maintain the highest level of security.
 - SSAE 16 Compliance: Contractor shall have the necessary processes in place to remain compliant in day-to-day activities.
 - Cybersecurity Insurance Policy: This policy will protect EBCE if there is a security breach of a mobile payment platform.
 - Data Ownership: EBCE maintains ownership of the data that is stored by the Contractor. This covers the ability to retain data after the contract period; usage of the data is allowed by EBCE during and after the contract period; ability of EBCE to export or transfer the data during and after the contract period; and 3 years of retention of the data.
 - Data Access and Reporting: The ability to directly access data using API or database connections is required and must enable users to export data and the data format templates.
- The Contractor will provide secure direct database access to export data and populate relevant data from external sources. The Contractor will provide secure Automated File Transfer and importing through various methods such as scripting and ftp transfer. The process should be two-way with both importing and exporting to other systems. Any additional data sharing methods accepted by other partners will be allowed. This must be a two-way agreement to use said method when communicating with other partners. Each data access solution will occur at a regular interval which will allow near real-time equivalency of operations across platforms. This data transfer should share relevant transactional data about the customer interaction and be able to use said data in reporting and operations with partners. The data transfer must be through secure methods.

CUSTOMER SERVICE

EBCE currently manages a successful call center to respond to questions and concerns and will provide the same level of customer service to EV drivers using EBCE DC fast charging hubs. This support will be provided through EBCE's to-be-determined professional service contractor(s). EBCE will ensure customer support is accessible in at least English and Spanish via a toll-free telephone number and email address. Both communication pathways will be clearly posted near the Charging Stations, and customer support service will be trained and equipped to provide or dispatch services to address any concerns at the DC fast chargers that EBCE customers may experience. As applicable, access to these communication pathways will also be available through the contractor's online portal and/or smart phone app. As the Charging Stations will be accessible 24/7, EBCE will require that customer support service is equally accessible 24/7.

As applicable, EBCE's Contractor will also provide site host training to the relevant City staff

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members/contracted property managers for each site so that they can serve as an on-the-ground extension of the EBCE customer support ecosystem. Site host training will include review of key hardware and software terminology and operations, as well as emergency procedures. While these City staff members will not be on call for support and will not respond or fix issues directly, it is imperative that if a customer approaches them with a question, they can assist in directing the customer to the 24/7 customer support options available and supported by the back office system.

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**EXHIBIT C
CONSTRUCTION COORDINATION SCHEDULE**

[to be completed as the Parties finalize specific construction task timing]

**EXHIBIT D
INSURANCE REQUIREMENTS**

Minimum Scope and Limits of Insurance

ECBE shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable: \$5,000,000 per occurrence/\$5,000,000 aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If ECBE is a sole proprietor, then they must sign "Contractor Release of Liability."

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of San Leandro. The City of San Leandro reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of San Leandro.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of San Leandro, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of ECBE; or automobiles owned, leased, hired or borrowed by ECBE. The coverage shall contain no special limitations on the scope of protection afforded to the City of San Leandro, its officers, officials, employees, or volunteers.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under ECBE's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. 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 City of San Leandro before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
2. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of San Leandro, its officers, officials, employees, or volunteers.

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3. ECBE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
5. 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 shall be available to the additional insured. 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.
6. Certificate Holder section of the insurance certificate should read: City of San Leandro, 835 E14th Street, San Leandro, CA 94577

Verification of Coverage

ECBE shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of San Leandro for approval. The endorsements shall be on forms acceptable to the City of San Leandro. All certificates and endorsements are to be received and approved by the City of San Leandro before work commences. The City of San Leandro reserves the right to require complete and certified copies of all insurance policies required by this Agreement.