



CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT

Agenda Date: February 17, 2026
Reviewed by: NA

SUBJECT: It's Electric License Agreement

REPORT BY: Michelle Plouse, Community Development Analyst
Dina Tasini, Community Development Director

SUMMARY

The matter before the Council is to consider entering into a license agreement with It's Electric Inc. to allow the installation of publicly available electric vehicle charging stations within the public right-of-way.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2026-08, authorizing the City Manager to enter into a license agreement with It's Electric Inc. to allow the installation of electric vehicle charging stations in the public right-of-way.

BACKGROUND

The City of Albany Climate Action and Adaptation Plan (CAAP) established the objective of 70% greenhouse gas (GHG) emissions reductions by 2035, and net zero emissions by 2045. The CAAP focuses on reducing emissions from the City's largest emissions sectors, the largest of which is transportation. An estimated 50% of GHG emissions in Albany result from the transportation sector, especially from passenger vehicles. The main strategy for decarbonization of the transportation sector is decreasing vehicle usage overall and converting from internal combusting engine (ICE) vehicles to electric vehicles (EVs). The CAAP set a goal that 98% of passenger vehicles would be EVs by 2045.

DISCUSSION

It's Electric is an electric vehicle charging company that installs public, curbside chargers powered by neighboring buildings. The company partners with building owners who have extra electrical capacity and connect to the buildings existing electrical system, bypassing the complex and expensive electrical work that is often required for curbside charging. The Company has been working with the Cities of Alameda and San Francisco to run a pilot program and recently installed their first stations in each City. City staff have been working with It's Electric to develop a License Agreement to run a similar program in Albany. The License Agreement would allow It's Electric to operate in Albany and install charging stations in the City right of way for public use. Details about the proposed process, installations, and agreement details are described below.

ANALYSIS

Locations

It's Electric prioritizes streets with residential, especially multifamily, housing that are adjacent to commercial areas. This serves both commercial customers, who are most likely to charge in the daytime, and residential customers, who are most likely to charge in the evenings and overnight, in order to maximize charger usage. It's Electric has identified 4 priority areas in the City (Attachment 3), however the City can approve locations outside of the intended priority areas upon request. All sites would be adjacent to a partner building and be analyzed and approved through the encroachment permit process.

The Charging Stations

At each location, a pedestal charging station would be installed at the curb and electrical lines would be run underneath the sidewalk to the adjacent building and connect to the existing electric service. Installation of the chargers and connections will require an encroachment permit, allowing Community Development and Public Works to ensure that chargers are installed safely without interference with existing utilities. The charging station has a plug but no charging cable. Instead, users sign up with It's Electric and are sent a cable which they keep in their car and use to "hook up" to the charging station. This is a popular model in Europe which prevents theft and vandalism, increasing charger uptime.

Finances

It's Electric would pay for all the equipment and installation costs for the chargers, including the encroachment permit fee. The company creates an independent contract with the building owners, in which they reimburse the owner for the electricity used and also share a percentage of the profit. The City would not provide any funding for the chargers or receive any payment, other than the cost of the encroachment permits.

Parking Management

The street parking space next to each charging station would be marked as an Electric Vehicle Charging only zone. The Albany Municipal Code (Section 9-10.27) states that only electric vehicles that are actively charging may be parked in spaces designated as electric vehicle charging spaces. The Police Department is authorized to ticket and tow vehicles in violation. Vehicles that are plugged in but no longer actively charging can be charged an idle fee through the charging station. The specific days and hours that these rules apply can be adjusted as needed for each space.

Overview of the Agreement

The agreement is for a three-year term, with an option to extend three times for a total of up to twelve years. This provision provides the option to continue throughout the lifespan of the charging hardware if the program proves successful. The agreement does not give It's Electric exclusive rights to install EV chargers in the public right of way.

The agreement provides a variety of safeguards to prevent costs to the City. It's Electric is required to maintain the charging stations in good working condition and remove them within 90 days of

termination or end of the agreement. When the first charger is installed, they will furnish the City with a \$25,000 security deposit to ensure compliance.

Because this is a pilot project providing a benefit to the City's climate goals, City staff recommends not charging a license fee for the execution of this agreement. The agreement will have no costs to the City other than minimal staff time for its execution. Staff time for the permitting of each charging station will be covered by the encroachment permit fees.

Benefits for Albany

Electric vehicles made up 1/3 of vehicle sales in 2023 and accounted for 12% of the City's vehicle population as of December 2024. However, public charging is still relatively scarce in the City. There are 4 public charging stations in 2 locations Citywide, in addition to 3 charging locations just outside City boundaries in Berkeley, Richmond, and El Cerrito. Converting to an electric vehicle is particularly difficult for those who don't have access to charging at home and rely on public chargers. In Albany, this is mainly residents living in multifamily buildings, as well as some single-family buildings without driveways or with other issues preventing charger installations. The installation of public chargers on residential streets, especially near clusters of multifamily housing would make electric vehicles significantly more accessible to a large portion of Albany's population. The chargers would also provide an amenity for residents and visitors traveling to our commercial districts of Solano and San Pablo that currently lack any EV charging stations.

SUSTAINABILITY CONSIDERATIONS

The installation of public charging stations, especially in residential areas, would make it easier for Albany residents to switch from ICE vehicles to EVs. In Albany, the default electricity plan is 100% renewable, so each vehicle converted to an EV significantly reduces emissions.

SOCIAL EQUITY AND INCLUSIVITY CONSIDERATIONS

The charging stations would be installed in residential areas, especially near multifamily housing. This would provide access to charging for residents who can't charge at their homes, making the switch to electric vehicles more feasible.

CITY COUNCIL STRATEGIC PLAN INITIATIVES

The heat pump rebate program advances City Council Strategic Plan Initiative Goal 1, "Reduce Greenhouse Gas Pollution and React to Climate Change," particularly the Objective "Explore opportunities to facilitate electric vehicle charging."

FINANCIAL CONSIDERATIONS

The recommended License Agreement would have no cost to the City other than minimal staff time required for its execution.

Attachments

1. Resolution No. 2026-08
2. It's Electric License Agreement
3. It's Electric Prioritization Areas map

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WHEREAS, the City of Albany Climate Action and Adaptation Plan (CAAP) established the objective of 70% greenhouse gas (GHG) emissions reductions by 2035, and net zero emissions by 2045; and

WHEREAS, the CAAP set a goal that 98% of passenger vehicles would be EVs by 2045; and

WHEREAS, City staff developed a License Agreement with It's Electric to allow It's Electric to operate in Albany and install charging stations in the City right-of-way for public use; and

WHEREAS, the City would not provide any funding for the chargers or receive any payment, other than the cost of the encroachment permits; and

WHEREAS, the agreement is for a three-year term, with an option to extend three times for a total of up to twelve years; and

WHEREAS, It's Electric is required to maintain the charging stations in good condition and remove them within 90 days of termination or end of the agreement. When the first charger is installed, they will furnish the City with a \$25,000 security deposit to ensure compliance; and

WHEREAS, the recommended License Agreement would have no cost to the City other than minimal staff time required for its execution.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorizes the City Manager to enter into a license agreement with It's Electric Inc. to allow the installation of electric vehicle charging stations in the public right of way.

PEGGY McQUAID, MAYOR

MASTER LICENSE AGREEMENT

BY AND BETWEEN

CITY OF ALBANY,

a charter city and municipal corporation
AS LICENSOR

and

IT'S ELECTRIC INC.
AS LICENSEE

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Master License Agreement

Basic License Information

License Date:	Dated as of _____, 2025 for reference purposes only
Licensor:	City of Albany, a charter city and municipal corporation
Licensor's Address:	City of Albany 1000 San Pablo Ave, Albany, CA 94706 Email: Attn:
Licensee:	It's Electric Inc.
Licensee's Address:	19 Morris Avenue, Brooklyn NY 11204
License Area:	Specific locations and areas maintained on-file with the City Engineer
Building:	_____
Length of Term:	Thirty-six (36) months, with the right pursuant to Section 3.1.2 to extend the Initial Term of this Agreement for up to three (3) additional terms of three (3) years, up to 12 years maximum.
Estimated Commencement Date:	_____
Estimated Expiration Date:	_____
License Fees:	None.
Municipal Fees	Building Permit and Encroachment Permit fees per Albany Municipal Fee Schedule
Taxes and Utilities:	Licensee shall pay all costs for services and utilities for the Electric Vehicle Charging Stations, as defined herein. Licensee shall pay all taxes (including possessory interest taxes) levied on or against the Electric Vehicle Charging Stations or any other equipment installed by it in the License Area.
Permitted Use:	Electric Vehicle Charging Stations

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT is entered into this ____ day of _____, 2025 (“**Effective Date**”) by and between the **CITY OF ALBANY**, a charter city and municipal corporation (hereinafter referred to as “**Licensor**” or “**City**”) and It’s Electric Inc., a Delaware corporation, whose address is 19 Morris Avenue, Brooklyn NY 11204 (hereinafter referred to as “**Licensee**” or “**Provider**”). The Basic License Information, the Exhibits and this Master License Agreement are and shall be construed as a single instrument and are referred to herein as the “**Agreement**”.

RECITALS

- A. PROVIDER provides a variety of vehicle charging and support services to owners of electric plug-in vehicles (“EVs”);
- B. Having Electric Vehicle Charging Stations onsite allows City to differentiate its location, attract high-value customers, and promote sustainable and environmentally-sound transportation;
- C. City desires to participate in PROVIDER’s network of Electric Vehicle Charging Stations; and
- D. This Agreement sets forth the parties’ agreement with respect to City’s grant of the License to PROVIDER.

MASTER LICENSE AGREEMENT

- 1. CITY PROPERTY. The City is the owner of certain parking lots and right of way as identified on a list to be maintained by the Albany City Engineer (the “City Property”).
- 2. GRANT OF LICENSE:
 - 2.1. Description of License Area. The license area shall consist of designated stalls in City-owned parking lots and curbside locations on City-owned right of way (“License Area”). The City shall approve all License Area locations based on an approval process as determined by the City. All approved locations shall be memorialized in a separate Encroachment Permit and maintained on-file with the City Engineer.
 - 2.2. Grant of License. As specified in the Basic License Information and described herein, and for the terms and conditions to be performed by Licensee in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, Licensor hereby grants permission to Licensee to occupy the License Area for the purposes described in this Agreement, including but not limited to those described in Section 2.2 below.

- 2.3. Use of License Area. The License includes use of the License Area and the areas of City Property that are reasonably necessary to provide ingress and egress to and from the License Area and the Electric Vehicle Charging Stations (as defined below) for the purposes of the construction, installation, maintenance, repair and operation of the Electric Vehicle Charging Stations by PROVIDER; and for any ancillary uses permitted herein, all in accordance with this Agreement (collectively the “Necessary Space”). Access to and upon the License Area and City Property shall be done in such a manner as to allow the City continued reasonable rights of ingress and egress.
- 2.4. City Obligations. Subject to limitations contained herein, City agrees to, at all reasonable times, make the License Area and Necessary Space available to PROVIDER, its subcontractors and vendors, and all users of the Electric Vehicle Charging Stations.
- 2.5. No Representations. Licensee accepts the License Area in “AS-IS” condition “WITH ALL FAULTS” without any representations or warranties by Licensor, and with no obligation of Licensor to make alterations or improvements to the License Area. Licensee acknowledges that neither Licensor nor any agent of Licensor has made any representation or warranty with respect to the suitability of the License Areas for the conduct of Licensee’s business. Licensor shall not be liable for any latent or patent defects in the License Area. If required for the conduct of Licensee’s business, Licensee shall be responsible for requesting an inspection and obtaining a Certificate of Occupancy from the City of Albany.
- 2.6. No Interest in Land Granted. Nothing herein shall be deemed to grant to Licensee any fee interest, leasehold, or other exclusive possessory interest in the City Property, or any portion thereof, or any exclusive right or special status to negotiate or purchase. This Agreement grants a limited revocable license upon specified terms and no more.
3. TERM; TERMINATION:
- 3.1. License Term.
- 3.1.1. The term (“Initial Term”) of the License shall commence on the Effective Date and, subject to the provisions of Section 3.2 below, end on the date that is three (3) years from the Commencement Date (as extended from time to time, the “License Expiration Date”). The “Commencement Date” shall mean the date on which the first Electric Vehicle Charging Station is operational.
- 3.1.2. The City and PROVIDER shall have the right to extend the Initial Term of this Agreement for up to three (3) additional terms of three (3) years, up to 12 years maximum, in accordance with the terms and provisions of this Agreement (collectively “Extended License Term”) if the two parties mutually agree to the extension by providing written notice to each of the parties intent to extend the Initial Term within one hundred eighty (180) days of the end of the existing Term. The Extended License Term shall begin immediately following the end of the Initial Term. The City Council may approve any additional extensions beyond the

Extended License Term. The Initial Term together with the Extended License Term shall be referenced collectively herein as the "Term".

3.2. Termination.

3.2.1. Upon Certain Events. This Agreement may be terminated upon thirty (30) days' written notice to either party without penalty or fee in any of the following circumstances:

3.2.1.1. In the case of termination by PROVIDER, in the event that construction has not yet occurred for a specific location within six (6) months following issuance of the Encroachment Permit, PROVIDER may elect to forgo development or modify the number and type of charging stations as it pertains only to that specific location if PROVIDER determines, at its sole discretion, that the installation is impracticable or uneconomical by providing written notice to Licensor. In such case, PROVIDER and City may designate an alternative license area; and

3.2.1.2. In the case of termination by City:

3.2.1.2.1. In the event PROVIDER has not commenced construction on any License Area within 24 months following the issuance of the Encroachment Permit, Licensor may terminate the contract as it pertains only to that specific Location. Notwithstanding the foregoing, the City may not terminate the agreement for any Location if PROVIDER has commenced construction ("Commenced Construction" shall mean the date PROVIDER's contractors first begin site preparation for construction) for that Location. However, the right to terminate at a specific location which has Commenced Construction shall be restored if six months have elapsed after the date of Commenced Construction and there have been no delay issues related to the utility or PROVIDER's suppliers.

3.2.1.2.2. In the event the City desires to use a specific location for another public use. If this occurs, the parties may elect to add an additional location.

3.2.2. For Cause. This Agreement may be immediately terminated for cause by either party in the event of the following circumstances:

3.2.2.1. *Breaches by PROVIDER.* The occurrence of a Default pursuant to Section 22.1.

3.2.2.2. *Breaches by City.* The City breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) calendar days after receipt of written notice.

3.2.2.3. *Assigns.* The Licensee attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement except as provided in Section 14 below.

Insolvent. The other party becomes insolvent or proceedings are instituted by or against it under any provisions of any federal or state bankruptcy or insolvency laws. In event PROVIDER becomes insolvent or otherwise ceases operations, the City may elect to take possession and ownership of the Electric Vehicle Charging Stations and operate itself or contract with a third party to operate. In such case, PROVIDER will cooperate in assigning all site agreements to the City or third party operator, as applicable.

3.2.3. License Area on Termination. Within ninety (90) calendar days following the expiration of the Term or termination under Section 3.2, PROVIDER shall remove, at its sole cost and expense, the Electric Vehicle Charging Stations and any other supporting or ancillary equipment installed by PROVIDER from the License Area and restore the affected area to its former condition, excluding ordinary wear and tear; provided, however, the City reserves the right to permit the PROVIDER to retain empty conduit. For the avoidance of doubt, PROVIDER will not remove any equipment installed by a utility, which may include but may not be limited to: transformers, junction boxes, primary cable and conduit and electric meters and panels. Notwithstanding the foregoing, the parties may elect for City to take possession and ownership of the Electric Vehicle Charging Stations for an agreed upon price.

3.2.4. No Further Obligations. Upon any termination pursuant to this ARTICLE 3, both parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination (e.g., indemnity).

4. FEES:

4.1. Master License Fee and Additional Inspection Fee. City agrees to waive all license fees.

4.2. Permit Fees. Licensee shall pay all City building permit and Encroachment Permit fees specified in the City's Municipal Fee Schedule for each Charging Station.

4.3. Security Deposit. Licensee shall furnish a Security Deposit in the amount of \$25,000 upon the installation of the first Electric Vehicle Charging Station in the license area to guarantee the faithful performance of this Agreement. The City shall be able to draw on the Security Deposit to remedy any breach under this Agreement. If any portion is used, the Licensee shall furnish an amount sufficient to restore the security deposit to its original amount within thirty (30) days of a written request by City. The security deposit or balance thereof shall be returned by City to Licensee within 30 days of the termination of this agreement

5. TAXES AND OPERATING EXPENSES:

5.1. Taxes

- 5.1.1. Personal Property and Possessory Interest Taxes. Licensee shall pay all Taxes (as hereinafter defined) levied or imposed against the Electric Vehicle Charging Stations or Licensee's equipment, personal property or trade fixtures placed by Licensee in or about the License Areas during the Term ("**Personal Property Taxes**"). In addition, if the interest created by this License is subject to property taxation under the laws of the State of California, the party in whom the possessory interest is vested may be subject to the payment of the taxes levied on such interest. This notice is included in this License pursuant to the requirements of section 107.6 (a) of the Revenue and Taxation Code of the State of California.
- 5.1.2. Payment. Licensee shall pay the Personal Property Taxes or possessory interest taxes in accordance with the instructions of the taxing entity. Licensee shall pay the Personal Property Taxes, if any, originally imposed upon Licensor, upon Licensor's election, either (a) annually within thirty (30) days after the date Licensor provides Licensee with a statement setting forth in reasonable detail such Taxes, or (b) monthly in advance based on estimates provided by Licensor based upon the previous year's tax bill. All Personal Property Taxes originally imposed upon Licensor and payable by Licensee with respect to the License Area shall be prorated on a per diem basis for any partial tax year included in the Term. Licensee's obligation to pay Taxes during the last year of the Term shall survive the expiration or termination of this License.

6. ELECTRIC VEHICLE CHARGING STATIONS:

6.1. Electric Vehicle Charging Stations; Ancillary Facilities.

- 6.1.1. The design, make, model, and manufacturer of the Electric Vehicle Charging Stations (each an "Electric Vehicle Charging Station" or "Charging Station") shall be approved by the City and memorialized in the Encroachment Permit specified in Section 2.1 of this Agreement. This includes both Direct Current Electric Vehicle Charging Stations (aka DC Fast Chargers) and Level II Alternating Current Electric Vehicle Charging Stations. PROVIDER, at any time and for any reason during the Term, may elect to upgrade, revise, alter, or swap any Charging Station installed in the License Area with the City's permission and City, if permission is granted, shall provide PROVIDER access to the License Area as necessary to do so.
- 6.1.2. For purposes of this Agreement, "Electric Vehicle Charging Station" shall include all electrical equipment, hardware, and software installed by PROVIDER, all PROVIDER signage and all supporting equipment and structures, including without limitation concrete pads and protective bollards.
- 6.2. Additional Services. PROVIDER may, subject to the City's prior written approval, include at the License Area other additional services related to charging of electric vehicles, equipment or facilities for automobile upkeep that PROVIDER may elect to

offer its customers from time to time during the Term. Additionally, PROVIDER and its employees and vendors may, subject to the City's prior written approval, perform security assessments and install (or add additional) reasonable security features at the Electric Vehicle Charging Stations, including, without limitation, lighting and cameras. All costs associated with additional services shall be the responsibility of PROVIDER.

- 6.3. Access. PROVIDER, its subcontractors and vendors shall have access to the License Area and Necessary Space during normal site operating hours except for in an emergency or for scheduled work outside of normal site operating hours. PROVIDER and its employees and vendors may, at any time during the Term, access the License Area and City Property to maintain, inspect, repair or replace any portion of the Electric Vehicle Charging Stations pursuant to its obligations under this Agreement.
- 6.4. Signage. Signage at minimum will include what is legally required by law for electric vehicle charging stalls. Additionally, PROVIDER may paint, place, erect, or project signs, marks, or advertising devices in, on, or about the License Area or elsewhere on the City Property upon obtaining City's written consent (which may be granted or denied in City's reasonable discretion). PROVIDER shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and PROVIDER 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, PROVIDER and City also agree to place signage on or around the Electric Vehicle Charging Station, designating the area as "Electric Vehicle Charging Only," and will take reasonable measures to discourage non-EV vehicles from parking in the License Area.
- 6.5. Installation.
 - 6.5.1. PROVIDER shall, at its sole cost and expense, be solely responsible for supervising or conducting the design, engineering, permitting, construction and installation activities for the Direct Current Electric Vehicle Charging Station, including both Direct Current Electric Vehicle Charging Stations and Level II Alternating Current Electric Vehicle Charging Stations, and, as between the parties, PROVIDER has sole control over construction, construction schedule, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. Any construction and installation activities must be performed by a licensed contractor.
 - 6.5.2. PROVIDER shall be solely responsible for all installation activities, as well as all other activities as set forth in this Agreement required to support the operation of the charging stations and services therewith, for the Electric Vehicle Charging Station, including furnishing all permits, materials, equipment, and labor required for the installation, maintenance, operation, any necessary replacement, and removal of the Electric Vehicle Charging Station. This includes but is not limited to all work related to the development of plans and documents for the Electric Vehicle Charging Stations, including plans and documents for supplying power to the Electric Vehicle Charging Stations per all applicable laws and regulations,

including applicable utility standards and the requirements of governmental agencies with jurisdiction. Except as may otherwise be limited by law, PROVIDER shall be responsible for all loss and damage, directly and indirectly, which may arise out of the services provided in this Agreement, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, unless such loss or damage arises, solely or in part, due to the negligence, recklessness, or intentional conduct of City, in which case the parties shall be responsible for such loss or damage in proportion to their respective degrees of fault. Following the installation, PROVIDER shall activate and test the Electric Vehicle Charging Stations.

- 6.5.3. Before beginning activities to install the Electric Vehicle Charging Stations in the License Area, PROVIDER shall obtain a City building permit and encroachment permit. Further PROVIDER shall give a copy of the tentative construction schedule, installation plans, Charging Station specifications, and Charging Station locations to City for its approval, which is not to be unreasonably withheld. No work will begin until approvals by the City and all applicable permits and certifications have been obtained. Once all insurance coverages required by this Agreement are in place, PROVIDER will oversee and manage the installation of the Electric Vehicle Charging Station, including 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 PROVIDER branded signage.
- 6.5.4. PROVIDER will obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Electric Vehicle Charging Station, and City will reasonably cooperate upon request with PROVIDER's efforts to do so.
- 6.5.5. City grants to PROVIDER and its employees and vendors the non-exclusive right to use and occupy the License Area for the operation of the Electric Vehicle Charging Station and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, City, and the terms of this Agreement. Only those materials and equipment that are being used directly in the construction and installation of Electric Vehicle Charging Station shall be brought to and stored on the License Area and City Property. PROVIDER shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to City Property.
- 6.5.6. PROVIDER will not permit or suffer any mechanic's or materialmen's liens to attach to the License Area or City Property as a result of the installation of the Electric Vehicle Charging Station. If such a lien attaches to the License Area or City Property, PROVIDER shall remove or bond over such lien at PROVIDER's sole cost and expense, within twenty (20) days of PROVIDER receiving written notice thereof from City.

6.5.7. If the City pays for services as a grant recipient the services may constitute a “public works” or “maintenance” project, as defined by the Prevailing Wage Laws. In such case, PROVIDER agrees to fully comply with such Prevailing Wage Laws. PROVIDER shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon PROVIDER and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, PROVIDER and all contractors performing such services must be registered with the Department of Industrial Relations. PROVIDER shall maintain registration for the duration of the project and require the same of any contractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be PROVIDER’s sole responsibility to comply with all applicable registration and labor compliance requirements.

6.6. Operation and Maintenance. Except as otherwise provided in this Agreement, PROVIDER will, at its sole cost and expense, maintain and operate the Electric Vehicle Charging Station, including maintaining the cleanliness and proper working order of the Electric Vehicle Charging Stations and License Area at all times, ensuring the proper care and maintenance of the area immediately surrounding the Electric Vehicle Charging Stations, making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. The monthly uptime of each Electric Vehicle Charging Station shall comply with the standards published by the California Energy Commission and California Public Utilities Commission and in no event shall be less than 97%.

6.6.1. PROVIDER shall provide monthly service reports to the City showing the total amount of uptime and the amount of downtime due to repair or malfunction.

6.6.2. PROVIDER shall regularly provide inspection services to ensure all equipment is properly checked, tested, and activated for safe and proper operation. PROVIDER shall create a network communications system capable of monitoring the Electric Vehicle Charging Stations for errors or malfunction at all times.

6.6.3. PROVIDER shall address repairs or replacements of non-functioning Electric Vehicle Charging Stations within seven (7) calendar days of notice of such issues. All damage or injury to the Electric Vehicle Charging Stations, whether requiring structural or nonstructural repairs, shall be repaired by PROVIDER at PROVIDER’s sole cost and expense, to the condition that existed before the

damage.

6.6.4. Upon written approval by the City, PROVIDER may remove an Electric Vehicle Charging Station to upgrade the equipment. In no event shall the Charging Station be offline for more than seven (7) calendar days. Before removing any Charging Station, PROVIDER shall provide reasonable notice to the public of the dates the charger will be inoperable and the location of the closest charger.

6.7. User Fee. PROVIDER shall operate the EV chargers at an affordable and reasonable cost to the public as approved by the City Manager. Any user fees, including, but not limited to standard charging rate, peak pricing, session fees, idling fees and all other fees shall be subject to the City Manager or designee's approval. PROVIDER shall provide a user fees schedule covering all applicable fees for the City Manager or designee to review and approve. Any modification to the user fee schedule shall be approved by the City Manager or designee.

6.8. City Obligations.

6.8.1. For the avoidance of doubt, City shall be under no obligation to maintain the Electric Vehicle Charging Station, signage or any other equipment installed by PROVIDER within the License Area. To the extent City has actual knowledge of the same, City shall promptly notify PROVIDER and, as appropriate, emergency response personnel regarding any malfunction of the Electric Vehicle Charging Station. City shall make commercially reasonable efforts to accommodate any reasonable request by PROVIDER in connection with the operation of the Charging Station.

6.9. Compliance with Laws. PROVIDER and its contractors shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including the California Fair Employment and Housing Act, the American with Disabilities Act, Cal/OSHA requirements, and all laws and regulations prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. PROVIDER shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code.

6.10. Qualifications. PROVIDER represents and maintains that it is skilled in the professional calling necessary to perform the services required by this Agreement. PROVIDER's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. PROVIDER warrants that all employees and contractors shall have sufficient skill and experience to perform the work assigned to them. PROVIDER represents that it, its employees, and contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services required by this

Agreement, including a City of Albany business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

7. INTELLECTUAL PROPERTY; PUBLICITY:

7.1. 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.

7.1.1. *City Intellectual Property.* The parties agree that, as between them, City has and retains ownership of all of City’s Intellectual Property, and PROVIDER has no right, and shall not obtain any right, in any City Intellectual Property.

7.1.2. *PROVIDER Intellectual Property.* The parties agree that, as between them, PROVIDER has and retains ownership of all of PROVIDER’s Intellectual Property, and City has no right, and shall not obtain any right, in any PROVIDER Intellectual Property.

7.2. Ownership of Drawings and Other Documents. All documents prepared by or under the direction of PROVIDER pursuant to this Agreement, including, without limitation, drawings, surveys, technical drawings, specifications, and other documents, including those in electronic format, are solely and exclusively PROVIDER Intellectual Property, and PROVIDER retains all common law, statutory and other reserved rights, including the copyright.

7.3. Publicity.

7.3.1. PROVIDER and City may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by PROVIDER or other third parties, regarding the execution of this Agreement and the status of the activities contemplated herein, provided each has the ability to review and approve in advance the other’s public statements and any use of the other’s Intellectual Property in connection therewith.

7.3.2. Notwithstanding anything to the contrary within this Agreement, PROVIDER may advise mapping services, the manufacturers of vehicle navigation systems, map data providers, and other third-parties of the existence, location, and other details of the Electric Vehicle Charging Stations at the License Area so that such services and manufacturers may include such information in connection with their mapping and listing services and navigation systems; and PROVIDER may disclose to the public information about the location of the Electric Vehicle Charging Stations and the progress of its construction as required by governmental authorities. In addition, the parties may provide copies of this Agreement or portions hereof to utility providers, governmental authorities, and/or third parties referenced in Section 8.2.1 as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

8. REPRESENTATIONS AND WARRANTIES; COVENANTS.

8.1. Representations and Warranties. Each of City and PROVIDER 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.

8.2. Rights to City Property. Permitted Uses on City Property.

8.2.1. City further represents, warrants and covenants that it has obtained or it shall obtain any and all consents, permits or approvals required in order for City to grant the License and other rights and perform its obligations under this Agreement, and for PROVIDER to take the actions with respect to the License Area contemplated in this Agreement, from any third parties: (i) with an interest in the City Property (including, without limitation, any owner, lender, lessee, ground lessor, or any party to any reciprocal easement agreement); (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the City Property: or who exercise governmental or regulatory jurisdiction over the City Property, including local and state governments. When obtaining consent, permit or permissions is required, City and PROVIDER shall use cooperative commercially reasonable efforts to contact and educate the

applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement. As part of that effort, the parties will, on request, include applicable necessary third parties as additional named insureds on the insurance policies required by ARTICLE 13 and PROVIDER will offer appropriate indemnities on terms similar to those stated in ARTICLE 12, to satisfy reasonable third party requests and concerns regarding the Electric Vehicle Charging Stations and related items, and take other commercially reasonable steps required to obtain any required consent, permits or permissions of those third parties that is consistent with this Agreement.

- 8.2.2. City further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the City Property that would adversely affect the use or occupancy of the License Area by PROVIDER pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the City Property free of any such liens, judgments, encumbrances or other impediments.

9. USE; COMPLIANCE WITH LAWS:

- 9.1. Compliance with Laws. Licensee shall comply with all laws, ordinances, rules, regulations and codes, of all municipal, county, state and federal authorities, including (to the extent applicable) but not limited to the Americans With Disabilities Act, as amended (42 U.S.C. Section 1201 et seq. [the “ADA”]) (collectively, “**Laws**”) pertaining to Licensee’s use and occupancy of the License Area. Licensee shall not commit, or suffer to be committed, any waste upon the License Area, or any public or private nuisance.

10. UTILITIES:

- 10.1. Payments for Utilities and Services. The PROVIDER will enter into a separate agreement with the building owner for payment of all electricity costs.
- 10.2. No Liability of Licensors. In no event shall Licensor be liable or responsible for any loss, damage, expense or liability, including, without limitation, loss of business or any consequential damages, arising from any failure or inadequacy of any service or utility provided to the License Area, whether resulting from any change, failure, interference, disruption or defect in supply or character of the service or utility provided to the License Area, or arising from the partial or total unavailability of the service or utility to the License Area, from any cause whatsoever, or otherwise, nor shall any such failure, inadequacy, change, interference, disruption, defect or unavailability constitute an actual or constructive eviction of Licensee, or entitled Licensee to any abatement or diminution of License Fees or otherwise relieve Licensee from its obligations under this License.
- 10.3. 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 or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability

of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages.

11. ENVIRONMENTAL PROTECTION PROVISIONS:

11.1. Hazardous Materials. “**Hazardous Materials**” shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems, and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority in the state in which the License Area is located or the United States Government, including, but not limited to, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Station is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. “**Hazardous Materials Laws**” shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer’s instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

11.2. Reportable Uses Required Consent. Except as permitted in this Section 11, Licensee hereby agrees that Licensee and Licensee’s officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, vendors, concessionaires, invitees and any other occupants of the License Area (for purposes of this Section 11, referred to collectively herein as “**Licensee’s Representatives**”) shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the License Area or transport to or from the License Area without the express prior written consent of Licensor, which consent may be limited in scope and predicated on strict compliance by Licensee of all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by Licensor (or any insurance carrier, environmental consultant or lender of Licensor, or environmental consultant retained by any lender of Licensor) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the License Area. In connection therewith, Licensee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Licensee or any of Licensee’s Representatives of Hazardous Materials on the License Area, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the License Area. The foregoing notwithstanding, Licensee may

use ordinary and customary materials reasonably required to be used in the course of the Permitted Use, ordinary office supplies (copier, toner, liquid paper, glue, etc.), common household cleaning materials and gasoline and oil in vehicle tanks, so long as such use is in compliance with all Hazardous Materials Laws and does not expose the License Area or neighboring property to any meaningful risk of contamination or damage or expose Licensor to any liability therefor.

- 11.3. Remediation Obligations. If at any time during the Term, any contamination of the License Area by Hazardous Materials shall occur where such contamination is caused by the act or omission of Licensee or Licensee's Representatives ("**Licensee's Contamination**"), then Licensee, at Licensee's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the License Area or the groundwater underlying the License Area to the extent required to comply with applicable Hazardous Materials Laws. Licensee shall be listed as the Hazardous Materials Generator of Licensee's Contamination and the Licensee shall not take any required remedial action in response to any Licensee's Contamination in or about the License Area or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Licensee's Contamination without first obtaining the prior written consent of Licensor, which may be subject to conditions imposed by Licensor as determined in Licensor's sole discretion. Such prior written consent shall not be required to the extent the delay caused by the requirement to obtain consent may increase the damage to the License Area or the risk of harm to human health, safety or security caused by the Licensee Contamination. Licensor and Licensee shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions of this License. In addition to all other rights and remedies of Licensor hereunder, if Licensee does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Licensee's Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Licensee's Contamination within thirty (30) days after all necessary approvals and consents have been obtained, and thereafter continue to prosecute such remediation to completion in accordance with the approved remediation plan, then Licensor, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and Licensee shall reimburse Licensor within fifteen (15) business days of Licensor's demand for reimbursement of all amounts reasonably paid by Licensor (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by proof of payment by Licensor of the amounts demanded. Licensee shall promptly deliver to Licensor copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the License Area as part of Licensee's remediation of any Licensee's Contamination. The foregoing notwithstanding, "Licensee's Contamination" shall not refer to or include any Hazardous Materials that were not clearly introduced to the License Area by Licensee or Licensee's Representatives. As an example, if lead dust or asbestos is found on the License Area, unless there is clear evidence that Licensee introduced those Hazardous Materials to the License Area, those Hazardous Materials shall not be considered "Licensee's Contamination," and it shall not be Licensee's responsibility to take remedial action relating to such Hazardous Materials. Moreover, Licensee shall not be

responsible for any Hazardous Materials that were present in, on, or below the License Area before Licensee occupied the License Area.

- 11.4. Licensors Inspection Right. Licensors shall have the right to inspect the License Area for compliance with environmental, safety, and occupational health laws and regulations, regardless of whether Licensors is responsible for enforcing or complying with them. Licensee shall have no claim against Licensors, or any officer, agent, employee, contractor or subcontractor of Licensors by reason of entrance of such Licensors officer, agent, employee, contractor or subcontractor onto the License Area, provided such inspection is undertaken as reasonably as possible so as not to disrupt or interfere with the Permitted Use. Except in the event of an emergency, Licensors shall provide Licensee with reasonable prior notice and an opportunity to have a representative present at any inspection.
- 11.5. Hazardous Materials Indemnity. In addition to any other provisions of this License, Licensee shall, and does hereby agree, to indemnify and hold harmless Licensors from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal resulting from Licensee's Contamination, giving rise to liability, civil or criminal, or any other action by Licensee or its contractors, employees, agents, or assigns giving rise to responsibility under any Hazardous Materials Laws. Licensee's obligations hereunder shall apply whenever Licensors incurs costs or liabilities for Licensee's Contamination as provided hereunder. This provision shall survive the expiration or termination of this License.

12. INDEMNITY AND WAIVER OF CLAIMS:

- 12.1. Licensee Indemnification. Licensee shall indemnify, defend and hold Licensors and its trustees, members, principles, beneficiaries, partners, officers, directors, employees, and property managers ("**Licensors Related Parties**") harmless against and from all third party liabilities, obligations, damages, penalties, claims, actions, costs, charges, judgment and expenses (including reasonable attorneys' fees, costs and disbursements) arising from (a) the use of, or any activity done, permitted or suffered in or about the License Area by Licensee (including, but not limited to, injuries suffered by Licensee's agents or employees); (b) any activity done, permitted or suffered by Licensee or Licensee's agents or employees in or about the License Area during Licensee's possession and use of the License Area; (c) any act, neglect, fault, willful misconduct of Licensee or Licensee's agents or employees in or about the License Area during Licensee's possession and use thereof; or (d) from any breach or default in the terms of this Agreement by Licensee or Licensee's agents or employees, except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of Licensors or any Licensors Related Party. If any action or proceeding is brought against Licensors by reason of any such claim, upon notice from Licensors, Licensee shall defend the same at Licensee's expense by Licensors's Office of the City Attorney or, at Licensors's election, other counsel reasonably satisfactory to Licensors. As a material part of the consideration to Licensors, Licensee releases Licensors and Licensors Related Parties from responsibility for, waives its entire claim of recovery for, and assumes all risks of (i) damage to property or injury to person in or about the License Area from any

cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Licensor or Licensor Related Parties, or (ii) loss resulting from business interruption or loss of income at the License Area.

12.2. Waiver of Claims. Except in the event of City Indemnitees' willful misconduct, City Indemnitees shall not be liable to Licensee and Licensee waives all claims against City Indemnitees for any injury or damage to any person or property occurring or incurred in connection with or in any way relating to the License Area from any cause. Without limiting the foregoing, City Indemnitees shall not be liable for and there shall be no abatement of Fees for (a) any damage to Licensee's property stored with or entrusted to any City Indemnitees, (b) loss of or damage to any property by theft or any other wrongful or illegal act, or (c) any injury or damage to person or property resulting from fire, explosion, water or rain or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the License Area or from any other cause whatsoever, (d) any diminution or shutting off of light, air or view by any structure that may be erected on lands adjacent to the License Area or (e) any latent or other defects in the License Area. Licensee agrees that in no case shall City Indemnitees or Licensee be responsible or liable to the other on any theory for any injury to such parties' business, loss of profits, loss of income or any other form of consequential, punitive or incidental damage, except as otherwise provided in Section 13, Insurance.

12.3. Survival/No Impairment. The obligations of both parties under this Section 12 shall survive any termination of this License. The foregoing indemnity obligations shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this License, to the extent that such policies cover the peril or currents that results in the claims that is subject to the foregoing indemnity.

13. INSURANCE:

13.1. Licensee's Insurance. On or before the commencement of the Term of this License, Licensee shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Section 13.2. The Certificate Holder should be The City of Albany, 1000 San Pablo Ave, CA 94706. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Albany. Attention: Risk Manager."

13.2. Insurance Coverages. Provider shall procure and maintain in force at all times during the performance of this License, all appropriate coverage of insurance required by this License. Provider shall deliver updated insurance certificates to the City at the Licensor's Address prior to the expiration of the existing insurance certificate for the duration of the term of License. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured

shall be submitted with the insurance certificates. The cost of such insurance shall be borne by Licensee. Licensee shall maintain insurance coverage and limits at least as broad as:

13.2.1. Commercial General Liability Coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

As to commercial general liability, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City

13.2.2. Automobile Liability Coverage:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City

13.2.3. Property Insurance Coverage:

Licensee shall maintain in full force and effect on all of its personal property, furniture, furnishings, vehicles, fixtures and equipment, either owned by Licensee or its agents, vendors, or clients, which may from time to time be located in, on or upon the License Area (“Licensee’s Property”) in an amount not less than their full replacement value from time to time during the Term, providing protection against all perils, included within the standard form of “all-risk” (i.e., “Special Cause or Loss”) fire and casualty insurance policy.

13.2.4. Workers Compensation Coverage:

Statutory coverage as required by the State of California, with Employer’s Liability coverage with limits of not less than \$1,000,000, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

- 13.3. Additional Insureds. The City of Albany, its Council, boards, commissions, officials, employees, agents, and volunteers, shall be included as an additional insured under all liability insurance coverages, except on worker’s compensation and professional liability insurance policies. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not included as such additional insured. An additional insured included herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.
- 13.4. Notice of Cancellation. Licensee’s third party insurance policies shall be endorsed to require the insurer to provide the Licensor with at least thirty (30) days’ written Notice of Cancellation; provided, however, that if Licensee’s insurers are unwilling to issue such an endorsement, then Licensee agrees as follows: if Licensee is notified by any insurer of the insurance coverage required under this Section 13 that the insurer is cancelling any required policy, Licensee shall immediately provide Licensor with written notice of having received such notice from its insurer and shall take all reasonable action to either preserve the existing policy/policies or replace the cancelled insurance with other policy/policies of insurance meeting the requirements of this Section 13 before the effective date of the cancellation.
- 13.5. Subrogation Waiver. Licensee hereby agrees to waive rights of subrogation that any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Licensor has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of Licensor for all work performed by Licensee, its employees, agents and subcontractors.

- 13.6. Failure to Secure. If Licensee at any time during the term hereof should fail to secure or maintain the foregoing insurance, Licensors shall be permitted to obtain such insurance in Licensee's name or as an agent of Licensee and shall be compensated by Licensee for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.
- 13.7. Sufficiency of Insurance. The insurance limits required by the Licensors are not represented as being sufficient to protect Licensee. Licensee is advised to consult Licensee's insurance broker to determine adequate coverage for Licensee. Licensee's insurance policy shall be endorsed stipulating that Licensee's insurance is primary with respect to claims assumed by Licensee under the terms of this License, and that the Licensors's self-insurance program and excess insurance policies shall not be called upon to contribute to a loss that should otherwise be paid by Licensee's insurer.
- 13.8. Insurer Acceptability. Licensee's insurers must be domiciled in the United States of America. They must meet a minimum A.M. Best & Co. rating of A: VII and a Standard and Poor's Rating (if rated) of at least BBB. In the event that a proposed insurance company is not rated by A.M. Best & Co. or Standard and Poor's, said insurance carrier must be domiciled in the State of California and approved by Licensors.
- 13.9. Certificate of Insurance. On or before Licensee takes possession of the License Area, Licensee shall furnish to Licensors new certificate(s) of insurance reflecting that the insurance required by this Section for the License Area is in force, accompanied by an endorsement(s) showing the required additional insured reasonably satisfactory to Licensors.
14. PROHIBITION AGAINST TRANSFERS: Licensee shall not assign, sublicense, hypothecate, or transfer this License or any interest therein directly or indirectly, by operation of law or otherwise. Any attempt to do so shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. The foregoing notwithstanding, Licensee may Transfer, with notice but without Licensors's consent, to an entity (i) that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Licensee; (ii) in connection with a merger, consolidation, non-bankruptcy reorganization or government action; or (iii) in connection with the acquisition or transfer of all or substantially all of Licensee's stock or assets (each of the foregoing is a "**Permitted Transfer**").
15. SURRENDER: Upon the expiration or earlier termination of the License, Licensee shall surrender the License Area clean, free of debris and, in substantially the same condition as at the commencement of the Term, reasonable wear and tear excepted, and clear of all liens and encumbrances created by any action or inaction of Licensee. Licensors shall not be responsible for the value, preservation or safekeeping of Licensee's property that is not removed by Licensee from the License Area. Licensee shall pay Licensors, upon demand, the expenses and storage charges incurred for any such property. If Licensee fails to remove Licensee's property from the License Area, upon the expiration or earlier termination of the License, Licensors may deem all or any part of Licensee's property to be abandoned and, at Licensors's option, title to

Licensee's property shall vest in Licensor or Licensor may dispose of Licensee's property in any manner Licensor deems appropriate.

16. NONDISCRIMINATION: Consistent with Licensor's policy that harassment and discrimination are unacceptable conduct, Licensee agrees that harassment or discrimination directed toward a City employee, or contractor, or employees, or Licensee's employee or contractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Licensee agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
17. PERMITS AND LICENSES: Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits (including any Encroachment Permits, Building Permits, as required), certificates and licenses, including a City business license that may be required in connection with its use or occupation of the License Area.
18. SUBMISSION OF NOTICES: All notices, demands, requests, consents, or approvals (collectively "Notice") which may or are required to be given by either party to the other shall be in writing and shall be deemed given upon (i) personal delivery or transmission by facsimile or electronic mail (unless delivery occurs on a Sunday or holiday, in which case notice will be deemed given on the next-succeeding business day), or (ii) refusal of delivery during normal business hours when sent by United States Certified or Registered Mail, postage prepaid, or (iii) one business day after deposit with a reputable overnight delivery service at the party's respective Notice Address(es) set forth in the Basic License Information. Any party may from time to time designate an alternate and/or additional address by notice.
19. CONDITION OF LICENSE AREA: The License Area is delivered to Licensee by Licensor "as is, where is," and, as such, Licensor makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose. No promises of Licensor to alter, remodel, repair or improve the License Area and no representation respecting the condition of the License Area have been made by Licensor to Licensee, except as expressly stated in this Agreement, and Licensor shall have no obligation to repair or maintain License Area.
20. HOLDING OVER: If Licensee does not surrender possession at the end of the Term or sooner termination of this Agreement, Licensee shall indemnify and hold Licensor harmless from and against any and all losses or liability resulting from delay in Licensee so surrendering the License Area including, without limitations, any loss or liability resulting from any claim against Licensor made by any succeeding tenant or prospective tenant founded on or resulting from such delay. In addition to the foregoing, Licensee shall reimburse Licensor its reasonable attorneys' fees and costs incurred in enforcing Licensee's obligations under this Article, which include but are not limited to, any attorneys' fees and costs incurred in an unlawful detainer, ejectment or other legal proceeding to compel Licensee to relinquish the possession of the License Area.
21. SAFETY: Licensee will be solely and completely responsible for conditions of all vehicles operated by Licensee in the License Area, including the safety of all persons and property

during such operation. This requirement will apply continuously and not be limited to normal working hours. In addition, Licensee will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein. Licensee will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in the License Area.

22. DEFAULT:

22.1. Events of Default. The occurrence of any of the following shall constitute a “**Default**” by Licensee:

- (i) Licensee fails to make any payment of Fees when due, if payment in full is not received by Licensor within ten (10) days after written notice that it is past due.
- (ii) Licensee violates the restrictions on Transfer set forth in Article 12.
- (iii) Licensee ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of Licensee's assets are subject to judicial seizure or attachment and are not released within sixty (60) days, or Licensee consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Licensee or for all or any substantial part of Licensee's assets.
- (iv) Licensee fails to perform or comply with any provision of this Agreement, other than those described in (i) through (iii) above, and does not fully cure such failure within fifteen (15) business days after notice to Licensee or, if such failure cannot be cured within such fifteen (15) business-day period, Licensee fails within such fifteen (15) business-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice. However, any failure to cure owing to supply chain constraints out of Licensee's control shall not be grounds for Default. If the Default relates to any obligations in Section 6.6 (Operation and Maintenance), the cure period shall be five (5) business days.

22.2. Remedies. Upon Default by Licensee, Licensor shall, without further notice or demand of any kind to Licensee or to any other person, in addition to any other remedy Licensor may have under this License and at law or in equity, have the ability to immediately terminate the License and Licensee's right to use the License Area. Upon notice of any

such termination, Licensee shall vacate and discontinue its use of the License Area and Licensors may take any and all actions to enforce Licensee's obligations.

22.3. Licensors Right to Perform Licensee's Obligations. If Licensee is in Default of any of its non-monetary obligations under this Agreement, in addition to the other rights and remedies of Licensors provided herein, then Licensors may at Licensors option, but without any obligation to do so and without further notice to Licensee, perform any such term, provision, covenant or condition or make any such payment and, except in the case of its gross negligence or willful misconduct, Licensors by reason of doing so shall not be liable or responsible for any loss or damage thereby sustained by Licensee. If Licensors performs any of Licensee's obligations hereunder in accordance with this Section 22.3, the reasonable costs and expense incurred or the payments so made shall be immediately be owed by Licensee to Licensors, and Licensee shall promptly pay to Licensors upon demand, as Additional Fees, the full amount thereof with interest thereon from the day of payment by Licensors the lower of ten percent (10%) per annum, or the highest rate permitted by applicable law.

22.4. Severability. This Article 22 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable Law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

23. WAIVER OF RELOCATION ASSISTANCE: Except in the event of a taking of the License Area by or under the threat of eminent domain, Licensee acknowledges that upon the expiration or earlier termination of the Term it will not be a displaced person or business and therefore waives any and all rights, benefits or privileges of the California Relocation Assistance Law, California Government Code Sections 7260 et seq. or under any similar state or federal law, statute or ordinance now or hereinafter in effect.

24. MISCELLANEOUS:

24.1. Entire Agreement. This Agreement, including all exhibits hereto, constitutes all of the covenants, conditions and agreements between and among the parties and shall supersede all prior correspondents, agreements and understandings, both verbal and written.

24.2. Amendments. This Agreement may be amended or modified only by a written instrument executed by Licensors and Licensee.

24.3. Severability. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this Agreement. Without limiting the forgoing, if any applicable federal or state law prevents or precludes compliance with any material term of this Agreement, the parties

shall promptly modify, amend, or suspend this Agreement, or any portions of this Agreement, to the extent necessary to comply with such provisions in a manner which preserves to the greatest extent possible the benefits to each of the parties to this Agreement before such conflict with federal or state law.

- 24.4. Incorporation of Exhibits and Recitals. The exhibits and recitals to this Agreement are incorporated into this Agreement by this reference.
- 24.5. Attorneys' Fees. In the event either party to this Agreement institutes an action, arbitration or proceeding to interpret or enforce any of the terms hereof, or to obtain money damages, the parties and litigants shall bear their own attorneys' fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.
- 24.6. Access by Licensors. In addition to access provided by this License, Licensors shall be allowed access to the License Area at all reasonable times throughout the term of this License for any reasonable purpose. Licensee shall ensure that a telephone roster is maintained at all times for on-call persons representing Licensee who will be available on short notice, 24 hours a day, 365 days per year, and have authority to use all keys necessary to gain access to the License Area to facilitate entry in time of emergency. Licensee shall ensure that Licensors have a current roster of such on-call personnel and their phone numbers. Licensee shall have no claim against Licensors for exercise of its rights of access hereunder.
- 24.7. OFAC Certification. Licensee represents, warrants and covenants that: (a) Licensee and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated and Blocked Person**" or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) Licensee acknowledges that the breach of this representation, warranty and covenant by Licensee shall be an immediate Default under the Lease.
- 24.8. Certified Access Specialist Disclosure. In accordance with Civil Code Section 1938, Licensors hereby disclose that the License Area has not undergone inspection by a Certified Access Specialist for purposes of determining whether the property has or does not meet all applicable construction related accessibility standards pursuant to Civil Code Section 55.53.
- 24.9. Further Assurances. All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 24.10. Time. Time is of essence of every provision herein contained in this Agreement.
- 24.11. Captions. All captions and headings in this Agreement are for the purpose of reference and convenience and shall not limit or expand the provisions of this Agreement.

- 24.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. All actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within the County of Alameda, State of California.
- 24.13. Authority. If Licensee is a corporation, partnership, trust, association or other entity, Licensee and each person executing this License on behalf of Licensee does hereby covenant and warrant that (a) Licensee is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Licensee has and is duly qualified to do business in California, (c) Licensee has full corporate, partnership, trust, association or other power and authority to enter into this License and to perform all Licensee's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this License on behalf of Licensee is duly and validly authorized to do so. Upon execution hereof and at Licensors request, Licensee shall provide Licensors with written evidence substantiating the authority of the person(s) executing this Agreement on behalf of Licensee to bind Licensee to this Agreement.
- 24.14. 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, suppliers or other similar causes beyond the party's control.
- 24.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 24.16. Additional Requirements for Federal Grants. In the event the City is awarded federal grant funds for EV charging infrastructure, federal requirements shall apply to both parties. To the extent any such federal requirements are inconsistent with the provisions of this Agreement, the federal requirements shall prevail.

IN WITNESS WHEREOF, Licensors and Licensee have respectively signed and sealed this License as of the Effective Date.

LICENSEE:

Justworks Employment Group,
LLC Labor Contractors, for co-employees of:
IT'S ELECTRIC INC, a Delaware
Corporation Registered as a Foreign Entity of
CA

LICENSOR:

CITY OF ALBANY, a charter city and
municipal corporation

Nathan King
CEO

Nicole Almaguer
City Manager

Tiya Gordon
COO and President

Prioritization Areas

Tier 1

Tier 2

Public Chargers 1/8 mile buffer

Existing Public Chargers

Albany Libraries

Albany Schools

This map illustrates the prioritization of public charger locations in Albany, California. The map is divided into several key areas and features:

- Prioritization Areas:**
 - Tier 1:** Shaded in light blue, including Solano/San Pablo and Solano Central.
 - Tier 2:** Shaded in light purple, including San Pablo North, Solano East, and parts of University Village.
 - Public Chargers 1/8 mile buffer:** Indicated by grey circles around existing charger locations.
- Existing Public Chargers:** Marked with red circular icons containing a white 'B'.
- Albany Libraries:** Marked with green circular icons containing a white book symbol.
- Albany Schools:** Marked with blue circular icons containing a white school symbol.
- Geographic Features:** The map shows the San Francisco Bay to the west, the Ohlone Greenway running through the center, and various parks including Creekside Park, Albany Hill Park, Memorial Park, and Terrace Park. Major roads like Central Avenue, Solano Avenue, and Highway 80 are also labeled.
- Potential locations:** Indicated by red dashed lines and red dotted lines, suggesting areas where new public chargers could be strategically placed.