

Appendix H: Site Host Agreement

Attached please find the fully executed site host agreement between Contra Costa County and EVCS for the Contra Costa County EV4All CFI Application. Individual site host agreements with each city that owns a participating library property will be negotiated upon notice of award.



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of 3/7/2023 (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California for benefit corporation with its principal place of business at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and the Contra Costa County, a political subdivision of the State of California (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations (hereafter the “**Equipment**”);

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems;

WHEREAS, Site Host agreed to allow the construction, operation, and/or maintenance of one or more DCFC and/or Level II charging stations on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also agreed to allow public use of the Equipment;

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the promulgation of the electric transportation sector;

WHEREAS, the Parties agree to revenue share the proceeds from the sale of electricity stemming from placement of the Electric Vehicle Supply Equipment (“**EVSE**”) charging equipment by EVCS onto Site Host’s property as outlined below in paragraph four (4) of the agreement titled “Revenue Sharing”;

WHEREAS, Termination Date is defined as (10) years from the commissioning date (i.e., date when the chargers are placed in service);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.



2. EVCS' General Obligations for Equipment and Services

EVCS shall provide the following equipment and services:

- a) Purchase of (_____) **DCFC Station(s)** the general specifications for which are detailed in Exhibit A, and incorporated herein by reference, together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Charging Station(s) in accordance with this Agreement ("Equipment"); Equipment used may be the same or substantially similar to the equipment listed in Exhibit A;
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified, and identified by Site Host and performed by qualified and licensed contractor(s) in accordance with local codes and all applicable laws, permitting, and inspection requirements (the "Project Site"), and as detailed in **Exhibit B**, and incorporated herein by reference. EVCS shall obtain all the necessary permits and/or governmental approvals required for installation of the Equipment. Execution of this Agreement in no way constitutes approval by any County or City department with permitting authority over EVCS' activities. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS1 electrical contractor in accordance with Site Host's written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) Design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port. EVCS has final say on all above- listed matters. Note: Each DCFC needs 480V 100Am, level II 208V 40Am, load balance or power sharing may also be used as an option;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public charging;
- g) Periodic reports on the utilization of the charging station; and



- h) Return the Refundable Deposit if collected (as referenced in Section 3) to Site Host upon successful installation of the Equipment.

3. Site Host General Obligations

Site Host will:

- a) Provide necessary access for placement, use, and operation of _____ **DCFC Stations** and _____ **Level II Stations** at the Project Site as detailed in **Exhibit B** for the full term of this Agreement;
- b) Not remit a five thousand dollar (\$5,000) refundable deposit (hereafter "Refundable Deposit") as the deposit is waived;
- c) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- d) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- e) Allow necessary ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- f) Not knowingly allow the Equipment to be opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors.
- g) Not transfer, assign, encumber or otherwise pledge the Equipment;
- h) Use commercially reasonable efforts to prevent damage and vandalism of any type to the Equipment;
- i) Not open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner. Note: If Site Host needs to move the Equipment, EVCS will do the work, but Site Host will have to pay the cost of moving which involve new infrastructure before (utility side) and after (facility side) meter;
- j) Not uninstall the Equipment;**
- k) Allow EVCS and its approved contractors necessary access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- l) Shall cause the Premises to be maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- m) Will assign to EVCS all interest in all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; and
- n) Grant EVCS rights to claim environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement;



- o) Grant EVCS the rights to enroll the Equipment into a Demand Response program and claim any economic benefit arising from such an emolument. EVCS must provide reasonable notice to Site Host prior to enrollment in Demand Response programs. EVCS must also notify Site Host when any charging unit is off-line or otherwise not operational due to participation in Demand Response programs. If Demand Response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost electricity described in paragraph 4, subsection d and Demand Charges described in paragraph 4 and subsection e, and if the Demand Response credits are more than Demand Charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within forty-five (45) days of request by EVCS;

p)

4. Revenue Sharing

- a) The Parties agree that the Equipment installed by EVCS will generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host;
- b) EVCS shall set the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will pay Site Host **\$0.07** cents for each kWh sold; Further, in the event the Site Host is responsible to pay for the cost of electricity, then EVCS will pay Site Host **\$0.07** cents per kWh plus the cost of electricity utilized by the EV Chargers. In the event Site Host chooses to offer certain customers free or discounted charging, EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by said free or discounted charging. EVCS agrees to waive any and all fees related to the charging of Any Site Host-owned vehicles, thus there will be no reduction in revenue related to the charging of Site Host-owned vehicles. In the event there is a balance owed from Site Host to EVCS as a result of said free or discounted charging, Site Host shall remit payment to settle said balance within forty-five (45) days of receipt of said balance from EVCS. Should the Parties mutually agree to enter a Five-Year Extension, per section 5(a) of this Agreement, this revenue-sharing clause will be reassessed, by the Parties, for possible re-negotiation no less than sixty (60) days prior to the Five-Year Extension;



- d) In the event Site Host incurs any incremental demand charges strictly in connection with the operation of the installed Equipment that are assessed by the electrical utility company providing the service, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these charges within ninety (30) days of receipt;
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
- f) EVCS will collect the proceeds generated from the sale of electricity from the Equipment and will then perform the necessary revenue share calculations by taking the number of kWh sold multiplied by **\$0.07** cents to determine Site Host's total revenue share amount portion and will remit said revenue share portion to Site Host;
- g) EVCS will use its best, commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Site through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the EV chargers shall be connected to Site Host's existing electrical meter. To allow EVCS to perform the revenue sharing calculation, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis; for EVCS to be able to reimburse electricity cost to Site Host.
- h) EVCS will have thirty (30) days after the end of each billing cycle to remit the appropriate revenue share portion to Site Host. The billing cycle will begin on the first day of the month and end on the last day of that same month. EVCS shall provide Site Host with a monthly accounting statement within thirty (30) business days following the end of the previous month indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date" or "Initial Term"), unless sooner terminated in accordance with the provisions hereof.



a) Optional Five (5) Year Extension Option

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Five-Year Extension to Site Host. In the event of said Five-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the Termination Date of the Agreement to extend for an additional five (5) year term from the termination date of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Five (5) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

c) Equipment & Software Transfer

At the end of the Initial Term (or any renewal term, if extended) if Site Host desires to take on operation and maintenance of the Equipment, EVCS shall offer assistance to Site Host with a transition of software and networking and provide basic training to Site Host and its designated employees for a period of up to 90-days at no additional cost.

d) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.



In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months following the Agreement Date, provided that Site Host's rights to terminate shall expire upon the Commencement Date.

6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host.

7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, 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. All installation activities will be overseen by Site Host.

8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host shall assign to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.



11. Signage

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate. All signage & signage locations shall be subject to approval by Site Host.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

14. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. EVCS' indemnification obligations herein shall extend only up to the limit of any insurance coverage held by EVCS and insuring it against any such liability. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.
- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

15. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business



in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated. Site Host is not responsible for any reimbursements to EVCS if termination is the result of the a breach by EVCS.

16. Insurance

A. Without limiting EVCS's obligation to indemnify Site Host, EVCS must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by EVCS, EVCS's agents, representatives, employees, or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of insurance

EVCS must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	\$2,000,000	per occurrence for bodily injury, personal injury, and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form 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: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to EVCS's services under this Agreement, EVCS must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the Site Host that will be in the care, custody or control of EVCS under this Agreement.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Agreement.

E. If EVCS maintains higher limits than the minimums shown above, Site Host is entitled to coverage for the higher limits maintained by EVCS. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the Site Host. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the EVCS under this Agreement.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Site Host. At the option of Site Host, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to Site Host, its officers, officials, agents, employees, and volunteers; or
- (2) EVCS must provide a financial guarantee satisfactory to Site Host guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

- (1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
 - (a) The Site Host, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of EVCS; and with respect to liability arising out of work or operations performed by or on behalf of EVCS including materials, parts or equipment furnished



in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to EVCS's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Agreement, EVCS's insurance coverage must be primary insurance with respect to the Site Host, its officers, officials, agents, employees, and volunteers. Any insurance maintained by Site Host, its officers, officials, agents, employees, or volunteers is excess of EVCS's insurance and shall not contribute to it.

(2) If EVCS's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Site Host in the care, custody, or control of the EVCS. If not covered under EVCS's Professional Liability policy, such "property" coverage of the Site Host may be endorsed onto EVCS's Cyber Liability Policy.

(3) Should any of the above-described policies be cancelled prior to the policies' expiration date, EVCS agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) EVCS agrees to waive subrogation which any insurer of EVCS may acquire from EVCS by virtue of the payment of any loss. EVCS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of Site Host for all work performed by EVCS, its employees, agents, and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to Site Host.

J. Verification of Coverage

(1) EVCS must furnish Site Host with all insurance documents to include original Certificates of Insurance plus Additional Insured Endorsements effecting coverage required by this Agreement.

(2) The endorsements should be on forms provided by Site Host or, if on other than Site Host's forms, must conform to Site Host's requirements and be acceptable to Site Host.

(3) Site Host must receive and approve all certificates and endorsements before work commences.



(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) Site Host reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

17. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR (B) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

18. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise), in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Los Angeles County, California and agrees that those



courts have personal jurisdiction over each party; (iii) venue must be within Los Angeles County, California; and (iv) the parties must submit the dispute to mediation held within the City of Los Angeles. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

19. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.
Attn: Ian Vishnevsky
11800 Clark Street
Arcadia, California 91006
ianv@evchargingsolutions.com
323.400.EVCS (3827)

FOR SITE HOST:

Contra Costa County
Attn: Brian Balbas
Public Works
40 Muir Rd. Martinez CA 94553
brian.balbas@pw.cccounty.us
925-313-2201

20. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may



freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

21. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.


22. INCLUSION OF NON-PARTICIPATING PUBLIC SECTOR ORGANIZATIONS HAVING JURISDICTION WITHIN CONTRA COSTA COUNTY

Any public sector organizations having jurisdiction with Contra Costa County, current or future, shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits any public sector organization to purchase from Contra Costa County's awarded contractor, nor does it guarantee any additional orders will result, it does allow public sector organizations having jurisdiction with Contra Costa County, at their discretion, to make use of Contra Costa County's procurement process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other public sector organizations having jurisdiction with Contra Costa County shall be understood to be transactions between that public organization and the awarded vendor; Contra Costa County shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

SITE HOST

By: 
DocuSigned by:
88E9066D6DC44B5...
Printed Name: Ian Vishnevsky
Title: COO/CFO
Date: 3/7/2023


By: 
Printed Name: Joe Yee
Title: Deputy Public Works Director
Date: 3-7-2023



EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications



CHARGING STATION SPECIFICATIONS

MAXIMUM OUTPUT POWER	Single Vehicle Charging: 150KW Simultaneous Charging: 2 x 75kW
OUTPUT VOLTAGE	CCS: 150-92VDC CHAdeMO: 50-500VDC
OUTPUT CURRENT	Single Vehicle Charging: up to 750A Simultaneous Charging: up to 400A (2 x 200A)
SUPPLY INPUT	950VDC (DC Microgrid)
IP RATING	IP65 (NEMA 3R)
IK RATING	IK10
EFFICIENCY	>97%
MAXIMUM OPERATING ALTITUDE	3000m (9842ft)
ACOUSTIC NOISE	Maximum 65dB (variable under load)
OPERATING TEMPERATURE	-35°C to +50°C (-31°F to +122°F) with derating!
STORAGE TEMPERATURE	-35°C to +70°C (-31°F to +158°F)
COMMUNICATION PROTOCOL	OCPP v1.6J
NETWORK CONNECTION (SYSTEM)	Ethernet
AUTHENTICATION METHODS	RFID: MI-FARE ISO/IEC14443A/B, ISO/IEC15693, ISO/IEC18000-3, FelCa, NFC Vehicle: ISO15118 Plug and Charge
ELECTRICAL PROTECTION	Over current, Over voltage, Under voltage, Short circuit, Surge protection
ENCLOSURE CONSTRUCTION	Aluminium double skin
DIMENSIONS	1975mm (H) x 850mm (W) x 309mm (D) (79" x 34" x 12")
WEIGHT	Up to 335kg (739lbs) depending on configuration
ACCESSIBILITY	Meets US ADA, EN 301 549 Accessibility Height Requirements
SAFETY COMPLIANCE*	WORLDWIDE: CE certified, IEC 61851-1, 61851-23 on configuration USA, CANADA: cULVus, NRTL Certified to UL 2002 and USA C22.2 No. 1071
EMC*	WORLDWIDE: EMC Directive, Immunity: Class A, Emissions: Class B USA: FCC, Immunity: Class A, Emissions: Class B

*Refer to the EMC Declaration for details

PKM150-001-001-001-001-001



EXHIBIT B – Project Site Info

Utility/Electric Provider (e.g., PG&E, SCE, LA DWP): _____ PG&E _____

Electric Provider Acct. #: _____

Total Estimated Parking Spaces: _____ / Estimated Number of ADA Spaces: _____

Other: _____



EXHIBIT C – Credit Card Authorization for Initial Deposit

CARDHOLDER INFORMATION

Name: _____

Billing Street Address: _____

City: _____ State: _____ Postal Code: _____

Email _____

Direct Telephone: _____

I hereby affirm that I am the owner of the below referenced credit card and that **my name** is listed on the front of the credit card. I hereby authorize EV Charging Solutions, Inc. to charge my credit card (listed below) in the amount of \$ _____ for payment of the initial Refundable Deposit.

Cardholder Signature X _____ Date: _____

CREDIT CARD INFORMATION

Credit Card Type: MasterCard Visa American Express Discover Card

Card Number: _____

Expiration Month: _____ Expiration Year: _____ Security Code: _____



EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)

Name on Account: _____

Name of Bank: _____

Bank Routing Number: _____

Account Number: _____



EXHIBIT E – Form Easement Agreement