

License and Maintenance Agreement for Provision of EV Car Sharing, Parking Spaces, and Charging Infrastructure

This License and Maintenance Agreement (the "Agreement"), dated _____, is by and between the City of Watsonville ("City"), a municipal corporation, and San Joaquin Valley Community Shared Mobility, Inc. d/b/a Miocar ("Licensee"), a California 501c3 non-profit corporation, together known as the "Parties".

RECITALS

A. On March 25, 2025, the City entered into an agreement with Ecology Action to receive a sub-award from the California Air Resources Board (CARB) Clean Mobility In Schools (CMIS) & Sustainable Transportation Equity Program (STEP) grant ("Grant") to be used on ¡Adelante Watsonville!, a component of which includes an electric car share program (the "Project").

B. In accordance with the Grant and to fulfill the carsharing component ("Task 3") of the ¡Adelante Watsonville! Project, Licensee desires to access the existing charging ports in the City ("Electric Vehicle Supply Equipment" or "EVSE") along with adjacent City-owned parking spaces (see Schedule "A" for site list and number of charging ports/vehicles at each location), for the operation of an affordable non-profit electric vehicle car sharing program (the "Program").

D. City is the owner of that real property described in **Schedule A**, attached hereto and incorporated by this reference (collectively, the "City Sites"), which is suitable for use in the Program.

E. City is willing to grant to Licensee a license to enter upon the City Sites for the purposes of maintaining the vehicles and operating the Program, as set forth more fully below.

F. The Parties represent and warrant that the foregoing recitals are true and correct.

THEREFORE, in consideration of the following mutual covenants and conditions, it is hereby agreed as follows:

1. LICENSE TERM

A. Nothing in this Agreement shall be construed as granting Licensee the authority to use any property that is owned by any person or entity other than City. Licensee assumes sole responsibility for ensuring the placement of its vehicles on the City Sites.

B. This Agreement is not intended to represent permission granted in perpetuity. This Agreement is not a lease and shall not be deemed to create a leasehold interest in the City Sites. The initial term of this Agreement will be from the date of this Agreement's execution through May 31, 2027, with a possible renewal term of 12 months. The Parties may, by mutual written agreement, extend the term for up to three (3) additional one-year periods. Notwithstanding the above, any party may terminate this agreement by giving ninety (90) days advance written notice to the others of the intent to terminate.

C. Upon expiration or termination of this Agreement, unless waived in writing by the City, Licensee will be solely responsible for removal of the vehicles and any associated signage and restoring the City Sites to the same condition as they were prior to this Agreement. Removal must be completed, and the City Sites completely restored, by the date of expiration or termination. Failure to restore City Sites (other than EVSE-related removal and restoration) upon expiration or termination, to the satisfaction of the City, shall be a Default and not be afforded a cure period under Section 7 of this Agreement.

D. If Licensee continues to maintain the Program after the expiration or termination of this Agreement, holding over will not be considered a renewal or extension of this Agreement.

E. Licensee's rights are limited to the rights created by this Agreement, notwithstanding any other provision of this Agreement to the contrary, which is only revocable as set forth expressly herein.

2. LICENSE TO USE CITY SITES

A. City grants to Licensee the right to enter upon the City Sites, and adjacent City property, for the purpose of maintaining the vehicles, all of which shall be the sole responsibility of Licensee and at its expense.

B. City shall provide dedicated automobile parking spaces, each allowing access to EVSE, at locations described in **Schedule A**.

C. City shall establish a fueling rate of \$0.35/kWh with the EVSE provider applicable to the Licensee for the sole purpose of charging Program vehicles. This rate reflects that the City will recover electricity consumption costs without applying time of use charges and is subject to change. City will provide 30 days' notice prior to any change in fueling rate.

D. The dedicated parking spaces shall be used solely for the parking and charging of Licensee's vehicles and for no other purpose except as may be agreed upon by the Parties in writing.

E. City shall provide access to the dedicated parking spaces 24 hours per day, 7 days per week, for the purposes of operating the Program.

F. City shall provide a contact for Licensee in the event of emergency and for routine program communications.

3. ADDITIONAL LICENSEE RESPONSIBILITIES

A. Licensee shall seek approval from City for signage design and pay the cost of signage identifying the Program's dedicated spaces identified in **Schedule A**.

B. Licensee is responsible for the cost of charging that is incurred by Licensee vehicles during, before and after member reservations, that occurs under the Program. Licensee will provide payment for this charging directly to the EVSE provider. Licensee is responsible for any session fees charged by EVSE provider in addition to the cost of charging set by the City.

A.

C. Licensee is responsible for obtaining and maintaining all necessary licenses and permits required for operation under this Agreement including but not limited to:

- i. Local Business License; and
- ii. Parking Permits for each space identified in **Schedule A**.

D. Notwithstanding anything herein to the contrary, Licensee agrees that (a) Licensee and its customers' use of the parking spaces shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements and (b) neither it nor its customers will conduct any activities with respect to the parking spaces which result in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation).

E. Licensee will be responsible for the ownership, insurance, cleaning and maintenance of the Program vehicles.

F. Limits of area of responsibility as identified in this Agreement at charging station are shown separately on **Schedule A**. This may include drivable pathways of vehicles from the street to the parking area, maintenance station, charging area, wash area, testing facility, and pertinent equipment storage.

G. Licensee is responsible for monitoring the sites designated on Schedule A for all items including but not limited to cleanliness, appearance,

safety and functionality. With respect to the electric vehicle charging equipment, Licensee will bring to the attention of EVCS, the third-party owner-operator of the EVSE, any and all issues inhibiting operation of the charging stations. Licensee does not repair, replace or alter the vehicle charging equipment. Licensee shall file a work order (ticket) with the EVSE or appropriate agency or entity to ensure the quick resolution of any issue with the station's function.

H. Restricted areas are as shown on **Schedule A**. Public access is restricted on all areas identified adjacent or near the charging stations as shown on the Schedule.

I. Program membership will be open to any member of the public 21+ years of age, who meets the Program requirements, including having a valid driver's license.

J. During the term of this Agreement, Licensee shall comply with the insurance requirements set forth in **Schedule B**.

K. Employees of Licensee shall not be considered employees of City and shall possess appropriate identification as an employee of Licensee while on City Sites.

L. Licensee represents that it is qualified to perform the described services under this Agreement and has or will obtain all requisite licenses and permits, as may be required and including a City business license, prior to performing those services.

M. Maintenance of Program Vehicles and City Sites.

i. Alterations. Licensee may not make any alterations, installations, additions, or improvements in or to the dedicated parking spaces or any other portion of the City Sites without the prior written consent of City, which consent may be withheld or conditioned in City's sole and absolute discretion. No degradation or damage to the parking spaces or charging stations shall be permitted.

ii. Repairs. Licensee shall, at its sole cost and expense, be responsible for repairing any damage caused to the City Sites during the term of this Agreement.

iii. Maintenance. Licensee shall keep its Program vehicles and the City Sites in clean and safe working condition, free of vandalism and markings, paintings, drawings-on, etchings, engravings, or scratchings (together, "Markings") other than those regularly made and maintained by Licensee.

iv. Review and Remediation. Licensee shall inspect, and keep records of inspections, for each of its Program vehicles and the City Sites no less than once per week for compliance with this Agreement. If any damage or Markings are discovered by Licensee, or if Licensee is

notified of damage or Markings by any person, then Licensee shall promptly cause the Program vehicle or City Site to be cleaned, restored, or repaired to its original, safe working condition, but in no event in more than five (5) days.

N. California Vehicle Code and Watsonville Municipal Code: Enforcement. Program vehicles and their users are subject to enforcement under state and local laws involving moving and non-moving violations. This will include, but is not limited to, illegal parking, reckless driving, and improper use of vehicles as described under applicable law. Licensee will be responsible for parking citations issued to Program vehicles, and any associated costs of vehicle recovery such as impound, towing, and storage fees.

O. Retrieval of Program vehicles. Licensee shall, within twenty four (24) hours notice from any person, including Program users, retrieve Program vehicles that are in any of the following conditions:

- i. Inoperable;
- ii. Involved in an accident where there is collision with, or damage to, any vehicle, person, or property;
- iii. Parked in a location within the City, other than a City Site or the property of Licensee or its contractors, for a period of more than 72 hours; or
- iv. Not meeting any of the standards of this Agreement or local, state, and federal law, or is in violation of any local, state, or federal law.

Notwithstanding Section 8 of this Agreement, notice under this Subsection O may be provided telephonically or through electronic mail.

P. Licensee shall provide a point of contact to the City in the event of emergency and for routine program communications. Any change in contact information must be provided in writing no less than three (3) days in advance of the change.

4. LIABILITY

In no event shall City be liable for any damage to or loss of personal property or equipment sustained by Licensee, and/or the Licensee's customers, regardless of whether the injured party is insured, unless such loss is caused by the gross negligence of City and its officials, officers, employees and volunteers. Any property of any kind brought on the City Sites by Licensee, and/or Licensee's customers shall be at their sole risk and shall be promptly removed at the expiration of this Agreement.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

A. To the fullest extent permitted by law, Licensee shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers (together, the "Indemnified Parties") from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Licensee's negligent performance of work or more culpable act or omission hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the gross negligence or willful misconduct of the City. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement for so long as the applicable statute of limitations exists.

B. Licensee agrees that none of the Indemnified Parties shall have any personal obligation hereunder, and that Licensee shall not seek to assert any claim or enforce any of Licensee's rights hereunder against any Indemnified Parties.

6. SUCCESSORS AND ASSIGNS; LICENSEE LIABILITY

Licensee's rights under this Agreement are for the benefit only of the Licensee named herein. Licensee shall not assign, sublicense, or transfer any of its rights under this agreement without written consent of the City, which City may provide in its sole discretion. City may transfer its rights and obligations under this Agreement to a successor owner of any portion of the City Sites.

7. DEFAULT

In the event of a breach by Licensee of any portion of this Agreement (each a "Default") which remains uncured fourteen (14) days after notice is given by City to Licensee, City may in its sole discretion cure the Default and charge reasonable costs to Licensee, including interest thereon at a rate equal to one percent (1%) over the 11th Federal Reserve District Cost of Funds Index from the date of notice of said costs and expense until paid. The principal amount charged to Licensee will be an amount that is a total cost-recovery to the City for City staff and/or contracted work to cure the Default.

8. NOTICES

Any notice, statement, demand or other communication required to be given, rendered or made by any party to the others, shall be in writing and shall be deemed to have been properly given, rendered or made, if sent by recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the other party at the other party's address as set forth below and

shall be deemed to have been given, rendered or made when received or when delivery is refused.

If to City: Toto Vu-Duc, Environmental Projects Manager
500 Clearwater Lane Watsonville, CA 95076
email: toto.vuduc@watsonville.gov
phone: (831) 768-3187

If to Licensee: Gloria Huerta, Chief Operating Officer
343 E Main Street Suite 605 Stockton, CA 95202
email: gloria@miocar.org
phone: 661-237-3998

Any party may, by notice to the others, designate a different address or addresses for notices, statements, demands or other communications intended for it.

9. **MISCELLANEOUS**

A. Taxes. Licensee shall pay all applicable taxes, including possessory interest taxes, levied upon or as a result of this Agreement or operation of the Program. Licensee acknowledges that this Agreement may create a "possessory interest" in City property for tax purposes. City acknowledges the Licensee and the Program may qualify for tax exemption.

B. Entire Agreement; Waiver. This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein. There are no additional written or oral agreements or promises concerning these matters which are not expressly set forth in this agreement. This Agreement may only be amended in a writing signed by both Parties. No provision of this Agreement shall be deemed to have been waived by any Party unless such waiver is in writing and is signed by the Party to be charged.

C. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with, and all questions of construction, validity, interpretation, and performance of this Agreement shall be governed by, the laws of the State of California. Venue for all claims in law or in equity shall be heard in the Superior Court of the County of Santa Cruz, Watsonville Branch, or here applicable, in the Federal District Court of California, Northern District, Santa Cruz Division.

D. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

E. Attorneys' Fees. Should any party hereto bring suit in any court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorneys' fees to the successful party.

F. Rules and Regulations. Licensee shall at all times comply with all federal, state, and local laws, ordinances, rules and regulations which are applicable to the use authorized under this Agreement. Licensee shall display and/or provide, upon request, any permits, licenses, or other evidence of compliance with applicable laws.

G. Authority to Enter Into Agreement. The Parties each represent and warranty that they each are duly authorized to enter into this Agreement, and that the person or persons executing this Agreement has or have full authority to do so and to fully bind their respective Parties.

IN WITNESS WHEREOF, The Parties below have caused this Agreement to be effective as of the first date written above:

**CITY OF WATSONVILLE,
a municipal corporation:**

By _____
TAMARA VIDES
CITY MANAGER

San Joaquin Valley Community
Shared Mobility, Inc.

DocuSigned by:
By Gloria Huerta
GLORIA G. HUERTA
CHIEF OPERATING OFFICER

ATTEST:

By _____
IRWIN ORTIZ CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

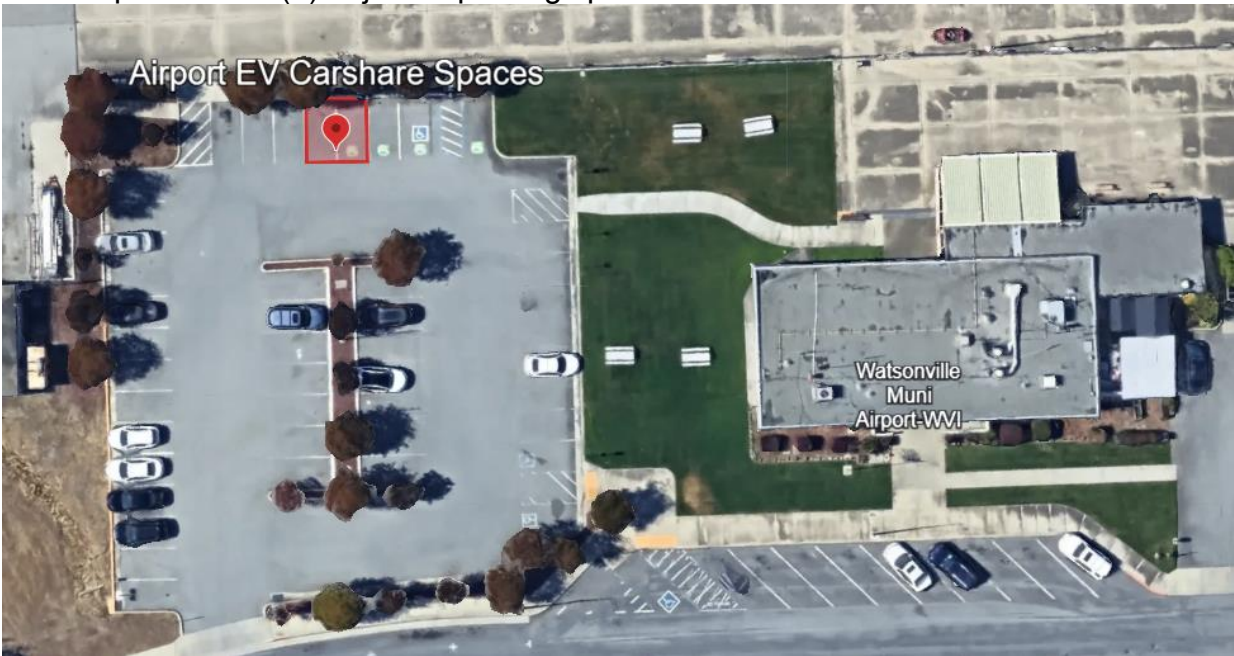
By: _____
CITY ATTORNEY

Schedule A
City Sites

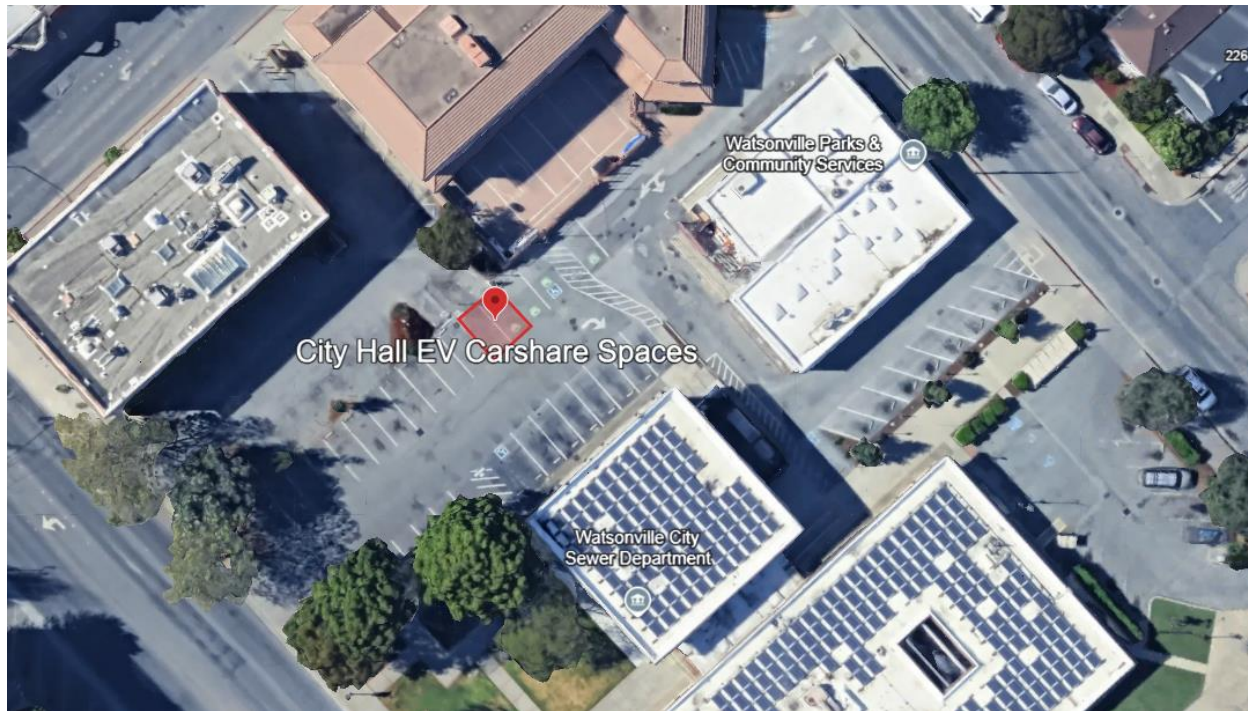
No.	Name	Address
1	Airport	100 Aviation Way, Watsonville, CA 95076
2	City Hall	250 Main Street, Watsonville, CA 95076
3	Romo Park (across Downtown Plaza)	335 Main Street, Watsonville, CA 95076

Site descriptions below **outlined red** provide detail of the permitted area for electric vehicle carshare allocation under this agreement:

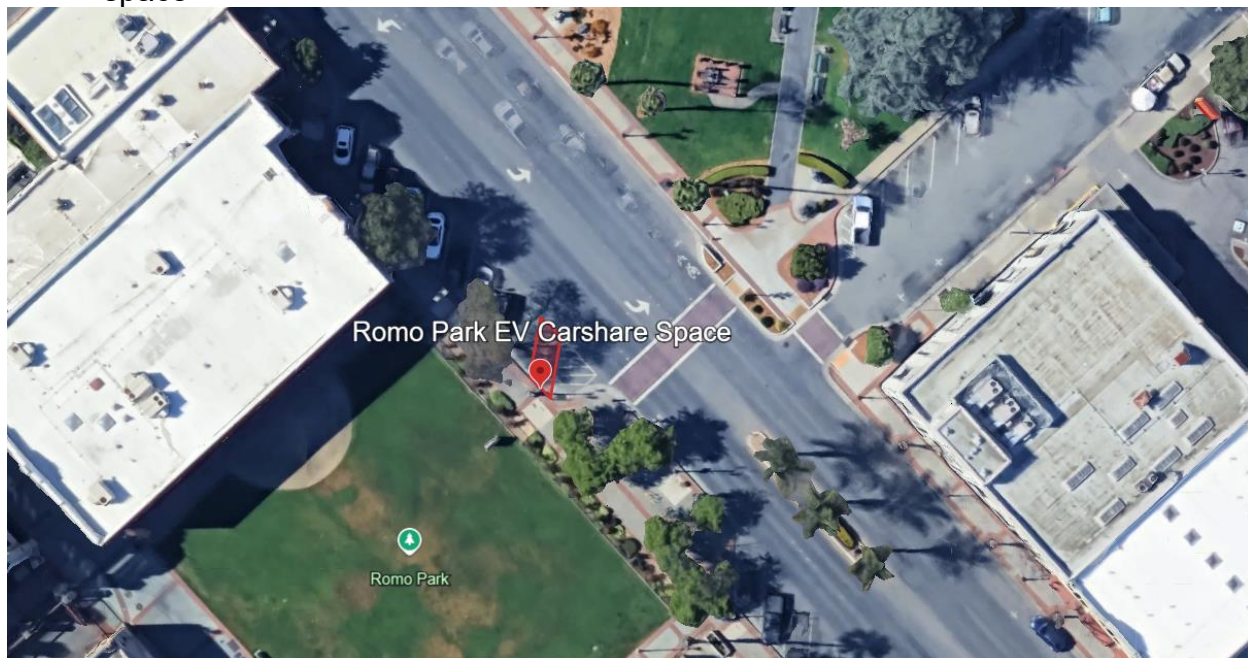
1. **Airport:** One (1) Electric Vehicle Supply Equipped (EVSE) parking space + one (1) adjacent parking space



2. **City Hall:** One (1) Electric Vehicle Supply Equipped (EVSE) parking space + one (1) adjacent parking space



3. **Romo Park:** One (1) Electric Vehicle Supply Equipped (EVSE) parking space



Schedule B
Insurance Requirements
(License and Maintenance Agreements)

Licensee (for purposes of this Schedule B, "Contractor") shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Watsonville requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Watsonville.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Watsonville. The City of Watsonville may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Watsonville. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or

deductible that exceeds \$25,000 unless approved in writing by City of Watsonville. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Watsonville may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Watsonville reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Watsonville, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Watsonville, its officers, officials, employees, and volunteers." Policy shall cover City of Watsonville, its officers, officials, employees, and volunteers for all locations work is done under this contract.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Watsonville, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Watsonville, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Watsonville does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Watsonville.**

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.**

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Watsonville for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Watsonville.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Watsonville for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Watsonville with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Watsonville before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Watsonville reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Watsonville reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Watsonville is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances

City of Watsonville reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Watsonville
Its Officers, Officials, Employees and Volunteers
275 Main Street, 4th Floor – City Manager's Office
Watsonville, CA 95076