

**CONTRACT AGREEMENT**

**BETWEEN**

**THE CITY OF RIVERSIDE**

**AND**

**OHMIO, INC.**

This Contract Agreement (hereinafter referred to as the “Agreement”) is made and entered into as of \_\_\_\_\_, 2023 (“Effective Date”), by and between:

The **CITY OF RIVERSIDE**, a California charter city and municipal corporation organized and existing under the laws of the State of California, with its principal office located at 3900 Main Street, Riverside, California 92522 (hereinafter referred to as the “City”),

**AND**

**OHMIO, INC.**, a Delaware corporation authorized to do business in California, having its principal place of business at 7501 Citrus Avenue, #211, Goldenrod, Florida 32733, (hereinafter referred to as “Ohmio”).

Collectively, the City and Ohmio shall be referred to as the “Parties,” and each, a “Party.”

**RECITALS**

WHEREAS, the City is committed to promoting innovation, advanced manufacturing, and the sustainable, clean, and green economy; and

WHEREAS, Ohmio is a company specialized in the manufacturing of all-electric autonomous shuttles; and

WHEREAS, the City desires to bring Ohmio’s international headquarters, research and development function, and advanced manufacturing facility to the City of Riverside; and

WHEREAS, Ohmio has committed to relocating its headquarters, research and development, and manufacturing functions to the City of Riverside and leasing a building for its operations for an initial term of three to five years, with two three-year options to extend; and

WHEREAS, the Parties wish to collaborate closely with local entities such as the University of California, Riverside, for the shared commitment to innovation and advanced mobility solutions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1: OHMIO OBLIGATIONS**

1.1 Ohmio shall establish its international headquarters, research and development function, and manufacturing facility in the City of Riverside.

1.2 Ohmio shall lease a building within the boundaries of the City of Riverside. Ohmio will sign a lease for a site to be selected by Ohmio with an approximate 30,000 square foot building in the City of Riverside for no less than three (3) to five (5) years with two, three-year options to extend that term to host its international headquarters, manufacturing operation, point of sales location and research and development center (the “Ohmio Research and Development Center and Manufacturing Facility”). The terms and conditions of such lease shall be determined by Ohmio in its sole discretion and Ohmio will require the lease to conform to industry standards (namely, the Standard Industrial/Commercial Lease Form published by AIRCR).

1.3 Ohmio will manufacture its autonomous-electric shuttle vehicles in the City of Riverside and will use commercially reasonable efforts to begin production of vehicles no later than six (6) months after the execution of this Agreement, and the parties expect such production will benefit the local economy.

1.4 Ohmio will direct its investment into the City of Riverside to set up a manufacturing, sales, research and development facility and international headquarters, which is inclusive of tenant improvements, purchasing equipment, hiring people, setting up the supply chain and other related endeavors. Ohmio has already invested over \$28M into research and development of its flagship Ohmio LIFT vehicle. Ohmio will provide the results of this research and development to the manufacturing, sales, research and development facility and international headquarters to be established in Riverside.

1.5 Ohmio shall use commercially reasonable efforts to test its vehicles in the City of Riverside, provided, however, it may be necessary to test the vehicles in conditions not present in Riverside.

1.6 Ohmio shall provide three autonomous shuttles for lease to the City for a period of two (2) years or, alternatively, sell three autonomous shuttles to the City, at the City’s sole discretion in accordance with Section 2 below.

1.7 Sensor deployment and/or other retrofitting is not required for operation of shuttles in the 25 MPH zone. In the event that sensor deployment and/or retrofitting is desirable for any reason, including being deemed necessary for optimal operation, research, or otherwise within a 25 MPH Zone, Ohmio agrees to supply, at one (1) location of the designated autonomous shuttle routes, a single set of necessary hardware, mounting equipment, power supplies, software support, cabling, and appurtenances necessary to facilitate vehicle-to-infrastructure communications at traffic signals. This commitment includes installation support from vendors. The City of Riverside

will assist with installation of said sensors by physically installing radios, pulling cables, and supporting other physical installation tasks. Should Ohmio wish to pursue additional sensors and/or other retrofits, the City is not obligated to pay for any additional sensor sets at alternative locations, or further retrofitting efforts but will work collaboratively with Ohmio to assist with the physical installation of said sensors.

1.8 Ohmio shall provide training to the safety drivers for the leased or purchased autonomous-electric shuttles.

1.9 Ohmio and the City shall encourage and initiate joint projects associated with the University of California, Riverside (“UCR”), and other local academic and public entities.

1.10 During the term of this Agreement, Ohmio shall use commercially reasonable efforts to take necessary steps so that the City will serve as Ohmio’s point of sale resulting in the City receiving sales tax associated with all vehicle/product sales worldwide.

1.11 Ohmio will apply for and use commercially reasonable efforts to secure all requisite permits, licenses and approvals to allow for the manufacture of vehicles, research and development, and deployment of electric-autonomous vehicles in California and the City of Riverside.

1.12 Ohmio will support the City with the planning, operation, deployment, and maintenance of the vehicles being leased or sold as further set forth in Exhibit A hereto.

1.13 Ohmio agrees to perform the additional obligations as set forth in Exhibit A, “Scope of Services,” attached hereto and incorporated herein by this reference.

## **ARTICLE 2: CITY OBLIGATIONS**

2.1 The City shall budget a total not to exceed **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)** to bring Ohmio to Riverside, which includes **One Million Five Hundred Thousand Dollars (\$1,500,000.00)** to lease or **One Million Four Hundred Thousand Dollars (\$1,400,000.00)** to purchase three autonomous shuttles. The City has the sole discretion to determine whether the three autonomous shuttles will be leased or purchased.

2.2 The payment schedule for the three autonomous shuttles is set forth in Exhibit B, attached hereto and incorporated herein by this reference.

2.3 If the City, at its sole option, chooses to lease the three autonomous shuttles, the City and Ohmio will enter into a separate written lease agreement for the three autonomous shuttles under commercially reasonable terms similar to other leases that the City has entered into for commercial vehicles.

2.4 The City shall budget an amount not to exceed **Four Hundred Thousand Dollars (\$400,000.00)** for safety drivers as needed to reasonably test and/or operate the three autonomous shuttles. Ohmio will be committed to provide training to the safety drivers.

2.5 The City shall budget the balance of the commitment in section 2.1, not to exceed **Six Hundred Thousand Dollars (\$600,000.00)**, for related costs including, but not limited to, maintenance and repair, electricity and insurance all as reasonably necessary to maintain the three autonomous shuttles.

### **ARTICLE 3: JOB CREATION AND COLLABORATION**

3.1 Ohmio shall create about 10 jobs in year one and expand to about 25 jobs total at the Ohmio Research and Development Center and Manufacturing Facility during the next three (3) years, from engineers, to technicians and administrators.

3.2 Ohmio and the City shall collaborate with local universities to provide opportunities for research, funding, career pathways for students, internship programs, practical hands-on experience, and enhanced professional development. Such research may include but is not limited to research and development of innovative, sustainable transit solutions in the areas pertaining to batteries, electric-autonomous vehicles, sustainable transportation, robotics, artificial intelligence, and other related areas of mutual interest. Ohmio will also collaborate with UCR in refining workforce development curricula and exploring new opportunities to address the needs of the electric-autonomous vehicles industry.

3.3 Ohmio will foster stronger industry-academic ties by offering unique internship programs at the Ohmio Research and Development Center and Manufacturing Facility located in the City of Riverside. For example, UCR students, from a range of disciplines, will be provided an opportunity to gain practical, hands-on experience, aiding their professional development and enhancing the quality of UCR's academic offerings through a MOU between Ohmio and UC Riverside.

### **ARTICLE 4: TERM AND TERMINATION; ALTERNATIVE DISPUTE RESOLUTION**

4.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect for a term of three (3) years, inclusive of the anticipated set up time, manufacturing time, and delivery of vehicles. For the avoidance of doubt, payment will take place on the schedule set forth on Exhibit B.

4.2 In the event of a material breach of this Agreement, the non-breaching Party shall provide written notice of such breach to the other Party and the Parties shall mutually agree upon an adequate remedy (consent to such remedy not to be unreasonably withheld). In the event that the breach has not been remedied within thirty (30) calendar days of the breaching Party receiving notice thereof, the Parties shall follow the alternative dispute procedures set forth in this Section.

4.3 Any dispute between the Parties arising from or related to the subject matter of this Agreement will first be discussed by the senior representatives of each Party. If such dispute cannot be resolved by a meeting of such senior representatives, or a material breach cannot be remedied by the breaching Party within thirty (30) days of the breaching Party receiving notice of the breach,

then the dispute shall be mediated before an impartial, neutral mediator mutually agreed to by the Parties within twenty (20) days following failure to resolve the dispute. Any mediation fee shall be divided equally between the Parties. If any Party commences a lawsuit without first attempting to resolve the matter through mediation, then in the discretion of the mediator, that Party shall not be entitled to recover attorneys' fees, even if they would otherwise have been available to that Party.

4.4 Effect of Termination. Upon termination, any rights and licenses granted to the City in connection with this Agreement shall immediately terminate and revert to Ohmio. The City shall remain obligated for payments for amounts accrued prior to such termination according to Exhibit B, including the payment of obligations on vehicles retained by the City. The City will retain ownership of any vehicles purchased, subject to payment in full for such vehicles.

4.5 Termination or Expiration. The Parties may, but are not required to, enter into further agreements or renew this Agreement.

## **ARTICLE 5: INDEMNIFICATION**

5.1 **Defense Obligation.** Each Party agrees, at its cost and expense, to promptly defend the other Party's employees, officers, managers, and agents (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings initiated by third parties to the extent arising out of, or relating to, or in any way connected with this Agreement, work, activities, operations, or duties of such Party, or of anyone employed by or working under such Party. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury; *provided, however*, that this duty to defend shall not apply to claims arising out of gross negligence, or recklessness, or willful misconduct of the other Party. Each Party agrees to provide this defense promptly upon written notice from the other Party, and with well qualified, adequately insured and experienced legal counsel and shall have sole control over the defense, settlement and appeal (if any) of such claim. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of each Party and shall survive the termination of each Party's obligations under this Agreement.

5.2 **Indemnity.** Except as to the gross negligence or willful misconduct of the other Party, each Party agrees to indemnify, protect and hold harmless the other Party from and against any third-party claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, to the extent arising out of, pertaining to, or relating to, or as a consequence of, or are attributable to, or are in any manner connected with the performance under this Agreement, work, activities, operations or duties of the other Party, or anyone employed by or working under the other Party or for services rendered to the other Party in the performance of this Agreement. This indemnification provision shall apply to any gross omissions, negligence, recklessness, or willful

misconduct, whether active or passive, on the part of each Party or anyone employed or working under each Party.

## **ARTICLE 6: INSURANCE**

**6.1 General Provisions.** Prior to the City's execution of this Agreement, Ohmio shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**6.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Ohmio's indemnification obligations under Section 5 hereof.

**6.1.2 Ratings.** Any insurance policy or coverage provided by Ohmio or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

**6.1.3 Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

**6.1.4 Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Ohmio pursuant to this Agreement are adequate to protect Ohmio. If Ohmio believes that any required insurance coverage is inadequate, Ohmio will obtain such additional insurance coverage as Ohmio deems adequate, at Ohmio's sole expense.

**6.2 Workers' Compensation Insurance.** By executing this Agreement, Ohmio certifies that Ohmio is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Ohmio shall carry the insurance or provide for self-insurance required by California law to protect said Ohmio from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Ohmio shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Ohmio is self-insured for such coverage, or 2) a certified statement that Ohmio has no employees, and acknowledging that if Ohmio does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

**6.3 Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Ohmio shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Ohmio against damages for personal injury, including accidental death, as well

as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Ohmio. The City, and its officers, employees and agents, shall be named as additional insureds under the Ohmio's insurance policies.

6.3.1 Ohmio's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

6.3.2 Ohmio's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Ohmio's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Ohmio's performance of this Agreement, which vehicles shall include, but are not limited to, Ohmio owned vehicles, Ohmio leased vehicles, Ohmio's employee vehicles, non-Ohmio owned vehicles and hired vehicles.

6.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

6.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Ohmio will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**6.4 Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Ohmio shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Ohmio's activities.

**6.5 Subcontractors' Insurance.** Ohmio shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Ohmio shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

## **ARTICLE 7: GENERAL PROVISIONS**

**7.1 Governing Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

**7.2 Amendments:** This Agreement may be changed only by written agreement of both Parties.

**7.3 Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, between the Parties hereto with respect to the subject matter hereof.

### **7.4 Assignment and Subcontracting.**

**7.4.1** The City reserves the right to assign and/or subcontract any right, interest, or obligation in or under this Agreement to any other entity at any time. Upon such assignment or subcontract, Ohmio's obligations to the City in or under this Agreement shall be transferred to such assignee/subcontractor.

**7.4.2** Ohmio shall not assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the City. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor



under this Agreement, in a writing satisfactory to the parties. Ohmio acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Ohmio shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 6. Ohmio acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

**7.5 Independent Contractor.** In the performance of this Agreement, Ohmio, and Ohmio's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Ohmio acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Ohmio, or to Ohmio's employees, subcontractors and agents. Ohmio, as an independent contractor, shall be responsible for any and all taxes that apply to Ohmio as an employer.

**7.6 Business Tax.** Ohmio understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Ohmio agrees that Ohmio will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

**7.7 Force Majeure.** Neither Party will be in default or liable either wholly or in part, for any loss, damage or claim resulting from any delay, default or failure to perform under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquakes, riot, theft, act of terrorism, war, epidemics, insurrections, hostilities, accidents, strikes, mechanical break-down, governmental orders or restrictions, embargoes, sanctions or shortage of facilities, equipment, transportation, energy, fuel, materials or labor, compliance with laws or regulations (including, without limitation, those related to infringement) and other such cause beyond the control of the Party responsible for the delay of failure to perform (each, a "Force Majeure"), provided the affected Party notifies the other Party within ten (10) calendar days of the occurrence of a Force Majeure.

**7.8 General Compliance With Laws.** Ohmio shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Ohmio, or in any way affect the performance of services by Ohmio pursuant to this Agreement. Ohmio shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Ohmio represents and warrants that Ohmio has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Ohmio shall ensure the services provided herein shall conform to all applicable ordinances, policies and practices of the City of Riverside.

**7.9 Waiver.** No action or failure to act by any Party shall constitute a waiver of any right or duty afforded to such Party under this Agreement, nor shall any such action or failure to

act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

**7.10 Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

**7.11 Interpretation.** City and Ohmio acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

7.11.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

7.11.2 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

**7.12 Limitation of Liability.** Except for claims of personal injury or property damage, and notwithstanding anything else in this agreement or otherwise, except as otherwise provided in this section or with respect to either party’s indemnification obligations hereunder, neither party will be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for (i) any incidental, indirect, special or consequential damages or lost profits, or (ii) any amounts in excess of the amounts in aggregate paid or payable by the City hereunder during the twelve (12) month period prior to the date that the cause of action giving rise to liability arose.

**7.13 Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City  
Community and Economic  
Development Department  
City of Riverside  
Attn: Director  
3900 Main Street  
Riverside, CA 92522

To Ohmio  
1900 Powell Street, Ste 700  
Emeryville, CA 94608

7.14 Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit A - Scope of Services  
Exhibit B - Payment Schedule


**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

OHMIO, INC., a Delaware corporation  
authorized to do business in California

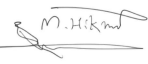
By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Print Name: Dino Zabrieszch  
Title: President  
(Signature of Board Chair, President, or  
Vice President)

ATTESTED TO:

By: \_\_\_\_\_  
City Clerk

and

By:  \_\_\_\_\_  
Print Name: Mohammed Hikmet  
Title: Executive Chairman  
(Signature of Secretary, Assistant  
Secretary, CFO, Treasurer, or Assistant  
Treasurer)

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:  \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Deputy City Attorney

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

1. **Warranty** - Ohmio provides a 3-year warranty covering both parts and labor for all vehicles purchased by the City. This warranty includes all updates and improvements developed by Ohmio's R&D center.
2. **Training** - Ohmio will provide training to the City or subcontractor on how to service, maintain, and operate the vehicles. The training will be tailored to the specific needs of the City and will cover both routine and specialized tasks.
3. **Vehicle Servicing** - Most routine maintenance and service tasks can be handled by the City's fleet personnel once they have received the necessary training. However, there may be certain specialized or advanced tasks that require specialized equipment or expertise that is not available on-site. In such cases, the vehicles may need to be sent to a specialized service center. Ohmio will work with the City to minimize the need for off-site servicing as much as possible.
4. **Training Location** - Most of the training will occur on the City's Fleet premises. However, specialized training may be conducted at Ohmio's manufacturing facility, which is located just a few miles away.
5. **Ongoing Training** - Ohmio is committed to ensuring that all operators are up-to-date with their training on the vehicles, including any new technologies developed and implemented. This training will be part of Ohmio's ongoing support and will be scheduled at convenient times to minimize disruption to the City's operations.
6. **Vehicle Maintenance and Repair During Lease Period** - If the vehicles are leased by the City, Ohmio will shoulder the responsibility of ensuring that the vehicles remain suitable, current, and safe for operation throughout the entire lease period. However, there may be instances where, if the vehicles are operating within special premises, Ohmio may request access to certain resources in order to conduct on-site servicing.
7. **Additional Safety Drivers** - Ohmio can train additional safety drivers to ensure continuous operation even if some are out on sick or vacation leave. However, at any given time, only three safety drivers will be needed for the three vehicles. It is important to have a pool of trained drivers available to ensure the continuity and effectiveness of the deployment program.
8. **Vehicle Chargers and Charging Infrastructure** - Ohmio will provide the vehicle charging cords, as their vehicles do not require special charging equipment. If the vehicles are planned to be charged during the night, then a standard charging point would be sufficient to maintain operating power throughout the deployment program. However, it is important to note that Ohmio will not provide the charging station nor be responsible for building the

charging infrastructure. This will need to be considered and arranged by the city or other relevant stakeholders.

9. Accident Responsibility - Each Ohmio vehicle has the capability to record and store every event, as well as the entire system status before, during, and after any incident. In the event of an accident, a comprehensive investigation will be conducted to fully understand the circumstances of the incident and to ensure that such incidents are addressed in a manner that always results in a safe outcome.

During the investigation, the contributing factors will be determined. If it is found to be a technical issue, then Ohmio will address that. If it is operational, then further training and Standard Operating Procedures (SOPs) will be implemented for the operating staff. However, if the cause is found to be due to third parties, then neither the City nor Ohmio will be held responsible.

It is crucial to Ohmio and the City to ensure the safety of the passengers and the public, and both parties will work diligently to prevent and address any incidents.

There should be insurance in place for third parties affected by any accidents. In general, the party at fault will be responsible. Ohmio regards "responsibility" as an issue that would be worked out in the same way as it would in any other accident - regardless of whether the vehicle is autonomous, or whether the vehicle is any other vehicle either owned or leased by the city.

10. Relocation of Global Leadership and Center of Manufacturing - Ohmio will relocate its top global leadership and center of manufacturing to Riverside, California. This move will essentially make Riverside the epicenter of Ohmio's operations.
11. Continuous Updates and Improvements to Shuttles - Ohmio is committed to continuous updates and improvements to the shuttles throughout the lease or purchase agreement. The vehicles will receive automatic updates periodically, similar to mobile phones, ensuring they remain current with advanced technologies at no additional cost to the client. Notably, Riverside City's Autonomous Vehicle Project will be closest to the R&D center where the monthly updates for the vehicles will be generated.
12. Priority Access to Updates and Improvements - As the first city to deploy Ohmio's autonomous shuttles, Riverside City will have priority access to all updates and improvements to the shuttle technologies. This means that Riverside will receive updates more frequently than any other location.
13. Care and Maintenance of Shuttles - The care and maintenance of the shuttles is included as part of the lease agreement with the city. This includes all routine maintenance and service tasks, as well as any specialized or advanced tasks that may be required.

14. Certification, Licenses and/or Permits –

A. NHTSA (Federal) - Ohmio will obtain NHTSA approval for the Operational Design Domain (ODD) desired for the deployment. NHTSA will review the entire proposal, including the safety plan, technology used, and operational plan, and will ask questions seeking clarification until they are satisfied. NHTSA will require a plan submission for every change in location or operating characteristics in the deployment program. Throughout the NHTSA process, Ohmio will work with the City.

Ohmio is committed to complying with all regulations and ensuring the safety of the passengers and the public.

B. Department of Motor Vehicles and California Public Utilities Commission and/or other responsible agency (State) - Ohmio will obtain approval for the Operational Design Domain (ODD) desired for the deployment. State will review the entire proposal, including the safety plan, technology used, and operational plan, and will ask questions seeking clarification until they are satisfied. State will require a plan submission for every change in location or operating characteristics in the deployment program. Throughout the State process, Ohmio will work with the City.

C. City of Riverside – Ohmio will be responsible for obtaining approval for the Operational Design Domain (ODD) desired for the deployment. City will review the entire proposal, including the safety plan, technology used, and operational plan, and will ask questions seeking clarification until the City is satisfied.

15. System Operation - Ohmio is fully prepared to operate the system. This involves not only the supervision of the operation but also the continuous monitoring of the vehicles. Ohmio will be responsible for ensuring the vehicles operate correctly, safely, and efficiently at all times. This includes real-time monitoring of vehicle status, route adherence, and any potential maintenance or operational issues that may arise. Additionally, Ohmio will manage the training of any personnel required, such as safety drivers, and will work closely with the city and other stakeholders to ensure the operation aligns with local regulations and requirements.
16. Safety Operators and Service Management - Ohmio is also willing to recruit, train, supervise, and manage all safety operators and to manage the service if the city prefers to take this option. Ohmio assumes that the budget/funds for this portion of the project would be transferred from the city to Ohmio.
17. Training - Training will include a comprehensive program covering all aspects of vehicle operation, safety protocols, emergency procedures, and basic maintenance checks. The training will consist of both classroom sessions and hands-on practice with the vehicles. During the classroom sessions, operators will be educated about the vehicle's technology, its capabilities, and limitations. The hands-on sessions will involve practical exercises where the operators will get to operate the vehicles in a controlled environment. The training

duration will vary depending on the experience level of the operators and the complexity of the deployment. However, Ohmio estimates that the training will take approximately 2-3 weeks to complete.

18. Technical Support - Ohmio will provide technical support for the vehicles, including troubleshooting, maintenance, and software updates. This support will be available remotely as well as on-site if necessary.
19. Operational Support - Ohmio will provide support for the day-to-day operation of the vehicles, including route planning, scheduling, and real-time monitoring of the vehicles.
20. Training Support - Ohmio will provide ongoing training support for the operators, including refresher training, updates on new features or procedures, and any additional training required due to changes in the operation.
21. Customer Support - Ohmio will provide customer support to address any inquiries or concerns from the public or other stakeholders involved in the program.

#### Preventative Maintenance Schedule

22. Daily Checks - Basic safety checks such as tire pressure, battery status, cleanliness of the vehicle, and ensuring all sensors and equipment are functioning properly. These checks can be performed by the City after receiving the appropriate training from Ohmio.
23. Weekly and Monthly Checks - More detailed inspections of the vehicle's systems, including the electrical system, drivetrain, and software. These checks will be performed by trained City staff or Ohmio staff, depending on the complexity of the task and the training received by the City staff.
24. Periodic Maintenance Tasks - Software updates, sensor calibration, and replacement of wear and tear parts. These tasks will be performed as needed, based on the manufacturer's recommendations and the vehicle's usage.
25. Ohmio will provide a detailed maintenance schedule and training to the City staff to ensure that all preventative maintenance tasks are performed timely and accurately. This will help to ensure the safe and efficient operation of the vehicles throughout the deployment program.
26. Maintenance - Ohmio will be responsible for any maintenance items that the City staff has not been trained on or is not equipped to handle. This includes, but is not limited to, specialized software updates, sensor calibrations, and any major repairs or replacements that require specialized tools or knowledge.

Routine maintenance tasks, such as daily safety checks, cleaning, and basic inspections, can be performed by the City staff after receiving the appropriate training from Ohmio.



27. Charging - The operators trained by Ohmio will be responsible for charging the vehicles after operation. This is part of the routine tasks that the operators will be trained on, ensuring that the vehicles are always ready for the next day's operation. Additionally, the charging process is straightforward and does not require specialized skills.
28. Warranty Period - The warranty period will cover the entire duration of the vehicle lease. This means, as long as the city is leasing the vehicles from Ohmio, they will be under warranty.
29. Technical Training and Support - One of Ohmio's qualified engineers or technicians will be assigned to provide the initial training and support to the city. This representative will have extensive knowledge and experience with Ohmio vehicles and will be able to provide comprehensive training to the safety operators and other staff involved in the operation and maintenance of the vehicles. Additionally, this representative will provide ongoing support as needed to ensure the smooth operation of the vehicles and to address any technical issues that may arise.
30. Vehicle Supply, Set-Up, and Support Fee - The vehicle supply, set-up, and support fee is included in the lease price. This covers all costs associated with getting the vehicle ready to be used, including software maintenance and warranty.
31. Manufacturing Location - The leased shuttles will be manufactured at Ohmio's new facility in Riverside.
32. Number of Employees - Ohmio will initially hire 7 new employees in year 1 and at least 25 new employees by year 3. These new roles will include high-tech/clean-tech engineering, technician positions, and other support positions. Ohmio will endeavor to hire locally.
33. Internships - Ohmio is willing to establish internships at its facility. Ohmio can accommodate one intern for every Engineer or Technician employed. As Ohmio grows in Riverside, the number of interns accommodated can also increase. Ohmio values internships as a crucial part of its workforce development.
34. EcoCAR Team Sponsorship - Ohmio will collaborate with the UC Riverside EcoCAR team and providing support to help the team overcome challenges and achieve their objectives.
35. Cooperative Perception at Riverside Smart Intersection - Ohmio is committed to collaborative research on cooperative perception at Riverside smart intersections. This aligns well with their goals and capabilities, and they are always keen on engaging in research and development projects that can help enhance the safety and efficiency of transportation systems.
36. Wireless Charging Technologies - Ohmio will explore and collaborate on the development of wireless charging technologies.

37. Cooperative Perception at Riverside Smart Intersection - Ohmio will conduct collaborative research on cooperative perception at Riverside smart intersections to enhance the safety and efficiency of transportation systems.
38. CARB Proposal Telematics Data Center - Ohmio will set up a telematics data center and tie this data with a CARB proposal that the City of Riverside is doing.
39. Soft Landing for International Businesses - Ohmio will provide working space on a temporary basis for international businesses referred to by UCR, especially if they are in sectors that are synergistic to Ohmio. Ohmio believes in fostering a collaborative environment that promotes innovation and growth for all parties involved.
40. Shuttle for Display and Promotions - As soon as production commences in Riverside, Ohmio will discuss a joint arrangement for providing a vehicle specifically for display and promotional purposes.
41. International Technology Summit with Intelligent Transportation Systems - Ohmio will host and sponsor an International Technology Summit with Intelligent Transportation Systems in partnership with the City. Ohmio has strong connections with the ITS World Congress and can play a crucial role in encouraging the organization to hold an international event in Riverside. Additionally, being part of the International Standards Organization (ISO), Ohmio can also attract similar international events to Riverside. Ohmio is fully committed to fostering partnerships and collaborations that will enhance the technological ecosystem in Riverside.
42. ACT Expo - Ohmio will serve as an exhibitor at the ACT Expo in partnership with the City. Ohmio believes it's in their best interest, as well as the City's, to attract additional stakeholders in the AV ecosystem to establish their operations in Riverside. Participating in events like the ACT Expo is a great opportunity to showcase their technology, collaborate with other industry leaders, and contribute to the growth and development of the AV ecosystem in Riverside.

## EXHIBIT “B”

### PAYMENT SCHEDULE

At the sole option of the City, the City shall purchase or lease the vehicles as follows:

1. Purchase. The City shall pay for the vehicles as follows:
  - a. First payment: 50% downpayment due at the time of execution of this Agreement.
  - b. Second payment: 50% balance payment due when Ohmio notifies the City that vehicles are ready for delivery.

OR:

2. Lease. The city of Riverside shall pay for the shuttles as follows:

Lease Payment Schedule	
<b>Phase 1</b>	
Execute Agreement	5%
Execute Property Lease	10%
Route Selection and Charging Locations	-
<b>Phase 2</b>	
Initiate Manufacturing	10%
<b>Phase 3</b>	
Obtain Certifications i.e., NTSA, DMV, City	-
Test New Shuttle	-
Map Route	-
Deliver Operational Shuttle	10%
<b>Phase 4</b>	
Deployment	8 QTR Payments over 2 Years