

TERMINATION OF AGREEMENT

STRATOSSHARE INC.

THIS TERMINATION OF AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 20__ (“Effective Date”) by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and STRATOSSHARE INC., a California corporation (“Consultant”).

RECITALS

A. On June 23, 2022, the City and Consultant entered into the Professional Consultant Services Agreement – Clean Mobility Voucher Program Subgrant (“Agreement”) for a term of five years; and

B. The parties now mutually desire to terminate the Agreement and all amendments thereto.

TERMS

In consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. The parties hereby agree that the Professional Consultant Services Agreement – Clean Mobility Voucher Program Subgrant dated October 12th 2021 and any amendments thereto are terminated effective upon the final execution of this agreement (“Termination Date”).

2. On or before the Termination Date, Consultant shall return possession of all items purchased on behalf of the Program, both physical and intangible, including but not limited to any vehicles purchased, upon execution of this Agreement. All vehicles shall be returned in accordance with instructions provided by the Contract Administrator, including but not limited to transferring the vehicles to a new contractor or consultant hired by the City, along with any documentation necessary to change the title owner of the vehicle and update its registration. Consultant shall cooperate with the City and any other contractor or consultant hired by the City to effectuate such return. Within seven days of execution of this agreement, City will provide Consultant the specific details required to transfer and drop off the vehicles and other items noted above. This includes legal entity to register the cars, car drop-off location, and point of contact to hand over the keys. Vehicles will be picked up from Consultant within fourteen days of the date of execution of this agreement. Vehicles will be transferred in their “as-is” condition, except that any damage or defect caused by the negligent care, willful misuse or willful neglect of the vehicles. City, or its designee, has the right to inspect the vehicles before transfer but the inspection shall take place no later than two business days following the transfer.

3. Consultant shall transfer all remaining fuel credits associated with the Program if approved by (Toyota)the fuel credit supplier. Fuel credits shall be transferred in accordance with instructions provided by the Contract Administrator and Consultant shall cooperate with the City and any other contractor or consulted hired by the City to effectuate such transfer, including but

not limited to executing all documents necessary to document the transfer. If the fuel credit supplier does not approve the transfer, City acknowledges no transfer will happen and Consultant will either retain the fuel credits or return them to the fuel supplier, whichever is required.

4. Consultant shall be compensated in accordance with the monthly fees described in more detail on Exhibit "B," attached hereto and incorporated herein, which shall be paid in accordance with the Agreement terms and the City's usual accounting procedures. These amounts shall constitute full and final payment under the Agreement and Consultant shall not be entitled to any other payments under the Agreement, unless specifically agreed to by the parties in writing. On or immediately following the Termination Date, the Consultant will send the City a final invoice for the items on Exhibit B which will be payable to the Consultant in accordance with the City's usual accounting procedures.

5. All provisions of the Agreement which by their terms survive termination of the Agreement shall not be construed as altered by this Termination Agreement and shall continue in full force beyond the Termination Date as provided in the Agreement. Starting on the Termination Date, the Consultant will have no further obligations relating to the Agreement and the City fully releases Consultant from any future obligations that arise from, or are associated with, the Agreement or any of the program activities associated with the Agreement, except that the obligations arising under sections 9, 13, 19, and 30 of the Agreement shall survive the termination of the Agreement with respect to acts or omissions by Consultant prior to the termination of the Agreement.


[signatures on the next page]

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

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

STRATOSSHARE INC., a California
corporation

By: _____
City Manager

By:  _____
Sean Walsh (Apr 18, 2024 10:53 PDT)
Name: _____
Title: _____

Attest: _____
City Clerk

By: _____
Name: _____
Title: _____

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

Approved as to Form:

By:  _____
Deputy City Attorney

Exhibit “B”

Monthly Fees

Monthly fees to be invoiced for October 2023, November 2023, December 2023, January 2024, and February 2024, March 2024, April 2024, and May 2024:

Budget Item	Cost per month
Maintenance	\$550
Storage	\$1800
Fleet Management	\$1000
Wash and supplies	\$50
Total	\$3400