

**SITE LICENSE AND STREETLIGHT INFRASTRUCTURE ATTACHMENT
AGREEMENT**

THIS SITE LICENSE AGREEMENT (“*Agreement*”) is entered into effective as of the _____ day of _____, 2022 (“*Effective Date*”) between Evergy Metro, Inc. (“*EVERGY*”), a Missouri Corporation, with a mailing address at 1200 Main Street, Kansas City, Missouri 64105 and the City of Kansas City, Missouri, a Missouri municipal government, with a mailing address at 414 E. 12th Street, Kansas City, Missouri 64106 (“*Host*”).

WHEREAS, Host is the holder of certain right-of-way interests and owner of streetlight infrastructure legally described and depicted on Exhibit A (the “*Site*”); and

WHEREAS, EVERGY desires to install and operate ___ Level Two Electric Vehicle Supply Equipment station(s) (together with all related utilities and accessories, the “*EVSE*”) in the location(s) shown on the Site Plan on Exhibit B pursuant to the terms and conditions set forth herein. Point of Ownership responsibilities (current/proposed) for each site shall clearly be defined in Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, EVERGY and Host agree as follows:

1. License. Host hereby grants to EVERGY a license to install and operate the EVSE station in the location(s) within the Site shown on Exhibit B in accordance with and subject to the terms and conditions of this Agreement. The EVSE shall include a vehicle charging station and related signage. EVERGY (or its affiliates) shall (a) at no cost to Host, install all necessary electrical service, connections, and equipment to serve the EVSE, and (b) provide all necessary electric utility services to Host at the EVSE. Host agrees to take reasonable actions to assist EVERGY with the installation of the EVSE. Upon completion of installation of the EVSE, Host understands and acknowledges that ownership of the EVSE shall remain with EVERGY.

2. Consumption Costs. The responsibility for the payment of kilowatt-hour (kWh) energy charge shall be as follows (check the box that applies; if no box is checked, it is Host Responsibility):

A. Host Responsibility (check here): _____ The Host pays the kilowatt-hour (kWh) Energy Charge plus applicable taxes and fees, and, if applicable, the charging station user pays the Session Overstay Charge as described in the Schedule CCN tariff that can be accessed at www.evergy.com/rates.

B. User Responsibility (check here): The EVSE charging station user pays the kilowatt-hour (kWh) Energy Charge plus taxes and fees, and, if applicable, the Session Overstay Charge as described in the Schedule CCN tariff that can be accessed at www.evergy.com/rates.

During the Term, the Host shall have the right to change the above election (to the alternative option) upon 30 days’ prior written notice to EVERGY. Host represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Term of this Agreement.

3. Access. Host shall provide EVERGY access to and sufficient space for locating the EVSE at the locations shown on the Site Plan, and also agrees to provide governmental authorities access to the EVSE for any inspections and installation of monitoring hardware and/or software on the EVSE as necessary for EVERGY to fulfill its reporting requirements to regulatory entities. Host will allow potential end users

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access to the area where the EVSE is located in the same manner that it grants non-end users access to the area.

4. Operation. EVERGY shall operate the EVSE in accordance with commercially reasonable practices. However, uninterrupted service is not guaranteed, and EVERGY may interrupt service when necessary to ensure safety or to perform maintenance. If any governmental license or permit shall be required for the proper and lawful use of the EVSE, EVERGY, at its sole cost and expense, shall obtain and thereafter maintain the same and shall comply with all of the terms and conditions thereof. EVERGY shall promptly deliver copies of all such licenses and permits to Host.

5. Hours of Operation; Demand Response Procedures. Except as otherwise provided herein, the EVSE shall be operated by EVERGY for up to 24 hours each day and made available to the general public. Further, Host acknowledges and agrees that EVERGY will be utilizing “Demand Response” (“**DR**”) procedures. The EVSE will display a message notifying the consumer of the various DR application scenarios. Host acknowledges and understands that EVERGY utilizes such Demand Response options to optimize usage at peak times, which could result in temporarily disabling the EVSE from electrical output or consumption during the Term of this Agreement. Host shall not charge EVERGY or any other party rent or any other fees to use the Site during the Term of this Agreement.

6. Consent; Permits. EVERGY shall not install the EVSE, including any utility service, equipment or accessories or, after the installation thereof, alter the EVSE or any of its components in any manner that requires architectural or engineering plans without first obtaining Host’s prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the architectural and engineering plans and specifications therefore. EVERGY shall not install the EVSE or any utility service, equipment or accessories until all required municipal and other governmental permits and authorizations have been obtained by EVERGY.

7. Marketing. The parties understand and agree that the EVSE will be EVERGY-branded. Certain locations may need approval from Municipal Arts Commission or the Parks and Recreation Board of Commissioners. EVERGY may publish and promote the locations of the Sites throughout the Term of the Agreement. Host’s name may also be used in the initial launch of the program. Thereafter, neither party will make any press release or otherwise formally publicize the EVSE on the Site without first obtaining formal written approval from the other party. EVERGY has created marketing material which includes but is not limited to logos, stickers, decals and signage made a part of equipment purchased or infrastructure established; printed materials and other marketing and/or outreach materials, activities, and websites. EVERGY has logo usage and publicity standards that can be shared with host for their review. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or websites created by Host under this Agreement, Host agrees to submit in advance any such marketing effort to review and approval by EVERGY, which approval shall not be unreasonably withheld, conditioned or delayed as outlined by the logo usage and publicity standards provided by EVERGY.

8. Installation Requirements.

- NEC: All electric vehicle (“EV”) chargers equipment attached to streetlights shall meet the latest version of National Electric Code requirements.
- NESC: All EV chargers equipment attached to streetlights shall meet the latest version of the NESC where applicable.
- ADA: All EV charger installation shall be installed in accordance to ADA requirements.

- APWA: EV charger installations on streetlights shall meet all the latest APWA requirements.
- Parking: Any parking restrictions will be mutually agreed upon on a site by site basis by the Host and EVERGY as long as it meets all legal requirements and restrictions. Any future parking restrictions will need to comply with the Manual on Uniform Traffic Control Devices (MUTCD).
- Signage: Host and EVERGY have agreed upon signage to be deployed at the time of installation, which is attached and incorporated as Exhibit C.
- Structural (Loading Analysis, Existing Condition): All streetlight poles shall be evaluated by EVERGY during its internal design and review process. Only those streetlight poles which, pursuant to agreement by both Parties, satisfy such process will be eligible for an EV charger attachment.
- Point of Ownership Modification (Overhead and Underground Feed Clearance/Capacity): New point of ownership for overhead and underground streetlight circuits shall be clearly established and defined to mark the ownership and maintenance responsibilities to and including any underground locating responsibilities of the Host and Evergy.
- Installation/Maintenance of Attachment: For the purposes of this Section, an “Attachment” is an EV charger and all accessories installed by Evergy under this Agreement. When a permit is issued pursuant to this Agreement, EVERGY’s Attachment(s) shall be installed and maintained in accordance with the Host’s applicable requirements and specifications. EVERGY shall be responsible for the installation and maintenance of its Attachments. EVERGY shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards; and EVERGY shall replace, remove, reinforce or repair any defective Attachments (unless otherwise agreed to by the Host in writing). EVERGY shall repair or replace any damage caused by EV charging equipment including vandalism. Installation of EV charging equipment shall not block access to Host equipment.
- The Host grants EVERGY the right to attach EV chargers only to the Host’s poles at no cost for the period of this Agreement. Upon termination of this Agreement, EVERGY will make every reasonable attempt to remove the attached EV chargers within 60 days of such termination.
- This agreement shall in no way impair the Host’s ability to install or approve the installation of additional EV charging stations at its sole discretion; provided, however, that Host shall not, and may not, install or approve the installation of additional EV charging stations on a pole (1) which already has attached an EV charger or (2) that will have an EV charger attached to it pursuant to this Agreement.

9. Maintenance and Repair. EVERGY shall maintain the EVSE in good working condition ordinary wear and tear excepted during the Term of this Agreement. Host shall maintain the common area improvements immediately surrounding the EVSE in good condition ordinary wear and tear excepted and will promptly notify EVERGY of any problems it is aware of related to the EVSE. Such maintenance by Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Evergy and Host shall, separately and jointly, coordinate with Host’s maintenance contractor, as identified by Host in writing as of the Effective Date. Evergy and Host each agree to provide maintenance and repair services 365 days a year, 24 hours per day as necessary to respond to any EVSE-related emergency. Evergy and Host each agree to provide one (1) primary contact and two (2) alternative contacts for after-hours emergencies. “After-hours” as used in this Section is defined

as before 8:00am central standard time, after 5:00pm central standard time, and any holidays recognized by Host. Evergy and Host shall each provide the necessary contact information on the Effective Date and provide any updates to that contact information when applicable. In the event of an EVSE emergency, the first of Evergy and Host to become aware of the emergency shall contact the other party as well as appropriate police, fire, and other necessary municipal departments to make the site safe from the emergency at issue. Evergy shall have an EVSE electrician and/or technician respond within eight (8) workday hours of the time any emergency make safe work is reported to assess and troubleshoot the EVSE condition

10. Host's Rights over Facilities: The parties agree that this Agreement does not in any way limit the Host's right to locate, relocate, operate, maintain or remove its Facilities in the manner that will best enable it to fulfill any governmental functions. The Host shall provide EVERGY with written notice of any relocation, maintenance, to the extent such maintenance affects the EVSE attached to the Facilities being maintained, removal, or similar action made in relation to the Facilities thirty (30) days prior to the Host taking such action.

The Host may require at any time as deemed necessary for public purposes that the EV stations and all appurtenances installed in Host jurisdictional Right of Way be relocated or removed. Such relocations or removals shall be completed at no cost to the Host within the timetable agreed upon by both parties.

11. Term and Termination. This Agreement shall commence on the Effective Date and continue in effect through December 31, 2032 ("**Term**"); provided, however, EVERGY has the right to terminate this Agreement at any time by delivering written notice of such election to Host, in which case the Agreement shall terminate on the date that is 10 days after the Host's receipt of the termination notice. Upon the expiration or termination of this Agreement, EVERGY will remove the EVSE at EVERGY's cost and expense and restore the portions of the Site on which the EVSE was installed to a condition similar to the Site on which the same was installed prior to installation of the EVSE ordinary wear and tear excepted.

12. Liens. Host represents and warrants that (a) Host is the holder of right-of-way interests encompassing the Site and (b) the contents and terms of this Agreement are not in violation of any other agreement entered into by Host with any other party. Neither party will allow any liens or encumbrances to be placed on the EVSE or the Site. If any liens are placed on or filed against the EVSE, or the Site as a result of any work or materials contracted by or on behalf of either party hereto, said party shall cause the lien to be released of record within 15 days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered the title or interest of Host to the Site nor EVERGY to the EVSE in any manner. Subject to the appropriation of funds, each party shall indemnify the other party against, and hold the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney fees arising out of the filing of any such lien that is in violation of this section.

13. Insurance Unless self-insured as authorized below, each party agrees that it will at all times during the term hereof, at its own expense, procure, maintain and keep in force insurance with an insurance company authorized to transact business in the State of Missouri, a commercial general liability insurance policy covering: (a) the operation and use of the EVSE (in the case of EVERGY) and (b) the operation and use of the Site (in the case of Host), in each case affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for injury to or death of one or more persons. The policy must include customary coverages for liability arising from premises, operations, independent contractors and liability assumed under an insured contract. The policy shall name the other party hereto (including said party's parent, affiliates, subsidiaries, officers, directors, employees, agents and assigns) as additional insureds whereby neither party may cancel or reduce the insurance without first giving the other party hereto at least 30 days prior written notice. Each party

further covenants to deposit with the other party a certificate of such insurance and the certificate of each such renewal policy complying with the terms of this Agreement.

Unless self-insured as authorized below, each party shall maintain statutory workers compensation, as required under any workers compensation or similar law in the jurisdiction where the Services are performed, and employers' liability insurance. Employers' liability limits shall not be less than \$1,000,000 USD each accident for bodily injury by accident or \$1,000,000 USD each employee for bodily injury by disease. If Supplier has USL&H (on or above the water), Jones Act (seaman) or FELA (railroad) exposure, then policies addressing these exposures must be purchased. If the exposure is incidental, the Workers Compensation policy should be endorsed to include these coverages.

Notwithstanding the foregoing, Host shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If Host elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, Host shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which Host is otherwise required to maintain under the terms of this Agreement. By so electing, Host shall be deemed to be self-insuring against the perils and/or liabilities that are the subject of such claims.

14. Waiver. Host and EVERGY each hereby waive (to the extent of insurance proceeds collected) any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Site, including but not limited to the EVSE, and/or any personal property of such party therein by reason of any cause which is insured against under the terms of any insurance policies referred to herein or self-insured, regardless of cause or origin, including negligence.

15. Indemnification. EVERGY shall be liable for, and shall indemnify, defend and hold Host harmless from, any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, "**Liabilities**"), arising out of the negligent, willful or intentional acts or omissions of EVERGY, its express agents, contractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Subject to the appropriation of funds, Host shall be liable for, and shall indemnify, defend and hold EVERGY harmless from any and all Liabilities arising out of the negligent, willful or intentional acts or omissions of Host, its agents, contractors, subcontractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Notwithstanding the foregoing, neither party shall be liable for or be required to indemnify, defend or hold the other party harmless to the extent of any Liabilities that are caused by the negligent, willful or intentional acts or omissions of the other party hereto.

16. No Consequential Damages. Except for indemnification obligations to third parties as set forth in Section 15 of this Agreement, neither party shall be liable to the other party for any special, incidental, consequential, punitive or indirect damages or loss of profit or business interruption damages whatsoever.

17. Performance. Performance under this Agreement is subject to all valid laws, rules and regulations of courts or regulatory bodies having jurisdiction.

18. Casualty. If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), Host shall have the right to terminate the Agreement by written notice to EVERGY in which event the Agreement shall terminate on the date that is 10 days after the date of Host's termination notice and EVERGY may elect to remove the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, EVERGY shall have the right to terminate the Agreement by written notice to Host

within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of EVERGY's termination notice and EVERGY may elect to remove the EVSE from the Site.

19. Assignment. This Agreement and the rights conferred hereunder shall not be assigned by either party except with the prior written consent of the other party in each instance, and such consent shall not be unreasonably withheld, conditioned or delayed.

20. Entire Agreement. This Agreement and the exhibits attached hereto contains the entire agreement of the parties. No term or provision of this Agreement may be modified, amended, changed, or waived, temporarily or permanently, except, in the case of modifications, changes and amendments, pursuant to the written consent of both parties to this Agreement, and in the case of waivers, pursuant to the written consent of the waiving party.

21. No Partnership. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render EVERGY and Host liable as partners, co-venturers or principals.

22. Governing Law. This Agreement shall be governed by the laws of the State of Missouri

23. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Facsimile and digital electronic signatures shall constitute original signatures for purposes of this Agreement.

24. Notice. Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to EVERGY:

Evergy Metro, Inc.
Attn: Wendy Marine
One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
Email Address: wendy.marine@evergy.com

If to Host:

Director of Public Works
20th Floor, City Hall
414 E 12th Street
Kansas City, Missouri 64106

With a copy to:

City Attorney
28th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106

25. Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

[END OF PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this Agreement agreeing to be bound by the terms herein as of the date first above written.

EVERGY
Evergy Metro, Inc.

By: _____
Print Name: _____
Title: _____

Approved as to Legal Form	
CEH/PJV	6/6/22
Evergy Law Dept.o	

HOST:

CITY OF KANSAS CITY, MISSOURI

By: _____
Print Name: _____
Title: Director of Public Works

By: _____
Print Name: _____
Title: Director of Parks

Approved as to form:

Assistant City Attorney

ACCOUNT HOLDER (both Host and Account Holder Must Sign if the box in Section 2.B is checked):

By: _____
Print Name: _____
Title: _____

EXHIBIT A

Legal Description of Site

[Insert here]

EXHIBIT B

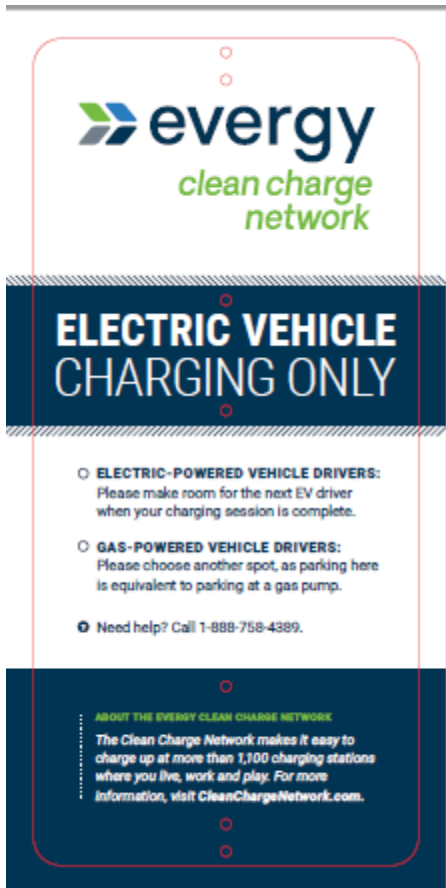
Site Plan where EVSE(s) will be located within the Site

EXHIBIT C
Approved Signage to be deployed at the time of installation

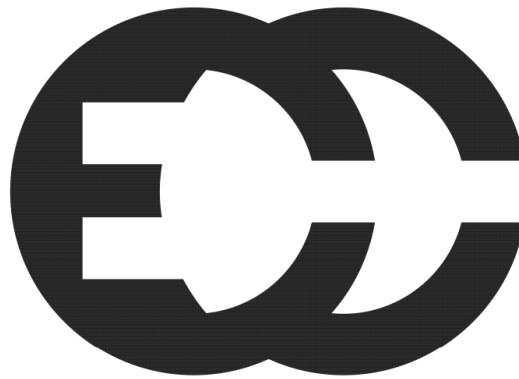


Station Signage

[SITE LICENSE AND STREETLIGHT INFRASTRUCTURE ATTACHMENT AGREEMENT –
EXHIBIT C]



Monument Sign (14'' x 30'')



EV PARKING ONLY

Parking Space Stencil