

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this 12 day of April, 2022 (the "**Effective Date**") by City of Morro Bay a California Municipal Corporation, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as "PARTY" and collectively as "PARTIES".

R E C I T A L S:

A. LICENSOR owns that certain real property commonly known as Morro Bay Community Center, located at 1001 Kennedy Way, Assessor's Parcel Number 066-280-023, hereinafter called the "**Property**," located in the City of Morro Bay, County of San Luis Obispo, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below, and to that end PG&E is required to secure this License Agreement for access to a portion of the Property.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The portion of the Property that is the subject of this License Agreement is more specifically described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, a non-transferrable, right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 8 hours' prior written notice (or if written notice is not reasonably possible at the time, then such notice as may be reasonably issued) of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice (e.g., the License Area was previously scheduled or reserved for another use, in which case PG&E may only use the License Area to the extent that such use does not interfere with the previously scheduled or planned use, and provided that LICENSOR's representatives may enter the License Area at any time to inspect PG&E's activities), LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice if PG&E's notice is given during regular business hours.

3. Use of License Area. During Use Days (as defined in Section 4 below), PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area at reasonable times for purposes of establishing and operating a customer resource center in the case of a PSPS Event. LICENSOR acknowledges that PG&E's activities may include the following: setting up tents with tables and seating where PG&E customers can

obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and temporary fencing; parking mobile vehicle units and other vehicles. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in, or necessitates, the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation that poses an imminent or severe threat of power shut-off.

(a) Personnel. During Use Days PG&E shall have the exclusive right to use the License Area, up to twenty-four (24) cumulative hours per day immediately before, during and after a PSPS Event; otherwise, the license herein is non-exclusive in nature. Hours for use to PG&E customers shall be from 8:00 am to 10:00 pm. on Use Days, the License Area shall be fully staffed by PG&E and its representatives, at PG&E's sole cost and expense. PG&E shall provide uniformed unarmed security at its cost and expense to ensure the protection of its equipment, the safety of the public and to prevent any damage to the Property.

4. Term. This License Agreement shall be for a term of one (1) year, commencing on April 12, 2022 (the "**Commencement Date**"), and expiring April 12, 2023 (the "**Termination Date**"). The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least one hundred eighty (180) days' written notice of the revocation to the other party, provided that LICENSOR may revoke this License Agreement immediately if PG&E's activities hereunder create a threat to health and safety or damage to the Property, as reasonably determined by LICENSOR, or if PG&E fails to cure a breach of this License Agreement within the time specified in a written notice from LICENSOR to PG&E describing the breach and a time period within which to cure the breach. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's activities are occurring in or on the License Area are referred to herein as "**Use Days**."

5. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's activities, and repair and restore the License Area as nearly as possible to the condition

that existed prior to PG&E's entry thereto, minus normal wear and tear, within the twenty-four (24) hour period commencing from the start of the PSPS Event.

(c) Water Discharge. PG&E's activities may require potable water-filled equipment, such as barrels or water barriers to weigh down tents or other equipment, or to delineate outside areas on the Property. All potable water-filled equipment shall be cleaned prior to use and filled with water from a potable water source only. Any water discharged from the water-filled equipment shall be discharged to onsite unpaved land (i.e., soil) only. PG&E and PG&E's representatives shall ensure best management practices are implemented including but not limited to ensuring water is observed for any potential sediments, trash or other contaminants; the discharge area selected is 100 feet from a water body; and the discharge is done to avoid ponding and erosion. If the water needs to be discharged to a storm drain, PG&E will obtain local stormwater agency approval. This License Agreement authorizes the discharge of potable water from water-filled equipment on to the Property as described above. PG&E shall notify LICENSOR if water discharge is necessary.

(d) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(e) Lawful Use Only. PG&E shall not use the License Area (or Property) or permit anything to be done in or about the License Area (including Property) during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area or Property to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area or Property.

(f) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

6. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

7. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's activities hereunder, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out

of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 7 shall survive the expiration or earlier termination of this License Agreement.

8. PG&E acknowledges all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance (defined below) occurring as a result of or in connection with PG&E's use or occupancy of the Property pursuant to this License Agreement, then any and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any laws relating to the environment or human health, are expressly within the scope of the indemnity set forth above. For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by State or Federal agencies as "hazardous" or "toxic" as relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure for PG&E's activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

9. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License

Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) No Assignment or Transfer: PG&E shall not assign any of its rights or obligations under this License Agreement without the written consent of LICENSOR. Any unauthorized transfer or assignment is void.

(j) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

City of Morro Bay, a California Municipal
Corporation

By: Donald Kennedy
Donald Kennedy (Apr 27, 2022 11:39 PDT)

By: Scott Collins
Scott Collins (May 4, 2022 09:16 PDT)

Name: Donald Kennedy

Name: Scott Collins

Its: Manager, Land Acquisition

Its: City Manager and Emergency Service
Director

Date: Apr 27, 2022

Date: May 4, 2022

By: Daniel McCrain

Name: Daniel McCrain

Its: Fire Chief and Deputy Emergency
Service Director

Date: May 4, 2022

EXHIBIT A

Yellow: License Area (1,990 sq ft)
Blue: Parking



EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to Daniel McCrain at the following:

Email address: dmccrain@morrobayca.gov Phone Number: 805-772-6242

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Daniel McCrain Phone (work): 805-772-6242

Phone (cell): 805-635-5216

Scott Collins Phone (work): 805-772-6206

Phone (cell): 805-440-2546

Email: scollins@morrobayca.gov

Weekends and After Hours: 805-440-4544

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Samantha Tan at the following email address:

Samantha.Tan@pge.com, cc'ing CRCHelp@pge.com.

EXHIBIT C



EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

April 1, 2021

Issued to: Whom it May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use property for the purposes of establishing and operating a Community Resource Center in the case of a Public Safety Power Shutoff Event (PSPS).

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

- Commercial General Liability: \$5,000,000 each occurrence / \$10,000,000 aggregate
- Employer's Liability: \$1,000,000 each accident
- Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E.

Stephen Cairns

Stephen Cairns
Vice President and Chief Audit Officer



SI Certification Letter
File: PGE-248.01











PG&E Public Safety Power Shutoff License Agreement

Final Audit Report

2022-05-04

Created:	2022-04-25
By:	Heather Goodwin (hgoodwin@morrobayca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5OySz7jAmeAly53oUjZo7dClreTVUXPK

"PG&E Public Safety Power Shutoff License Agreement" History


-  Document created by Heather Goodwin (hgoodwin@morrobayca.gov)
2022-04-25 - 10:10:18 PM GMT
-  Document emailed to s4td@pge.com for signature
2022-04-25 - 10:13:12 PM GMT
-  Email viewed by s4td@pge.com
2022-04-26 - 10:50:45 PM GMT
-  Heather Goodwin (hgoodwin@morrobayca.gov) replaced signer s4td@pge.com with Donald Kennedy (Donald.Kennedy@pge.com)
2022-04-26 - 11:00:48 PM GMT
-  Document emailed to Donald Kennedy (Donald.Kennedy@pge.com) for signature
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-  Email viewed by Donald Kennedy (Donald.Kennedy@pge.com)
2022-04-27 - 6:37:42 PM GMT
-  Document e-signed by Donald Kennedy (Donald.Kennedy@pge.com)
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-  Document emailed to Scott Collins (scollins@morrobayca.gov) for signature
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 Agreement completed.

2022-05-04 - 7:44:08 PM GMT