

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Library

BOARD AGENDA #: *B-13

AGENDA DATE: November 22, 2016

SUBJECT:

Approval to Apply for and Accept, if Awarded, Grant Funding from the San Joaquin Valley Air Pollution Control District for the Purchase and Installation of Electric Vehicle Chargers for Public Access Charging at the Modesto and Oakdale Libraries; Accept a \$4,405 Donation from the Oakdale Tourism and Visitors Bureau; and Negotiate and Enter Into Memorandums of Understanding with the Cities of Modesto and Oakdale

BOARD ACTION AS FOLLOWS:

No. 2016-581

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. C-6-L-2, C-7-B-13

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Library

Urgent

Routine

DEM

BOARD AGENDA #: *B-13

AGENDA DATE: November 22, 2016

CEO CONCURRENCE: 

4/5 Vote Required: Yes No

SUBJECT:

Approval to Apply for and Accept, if Awarded, Grant Funding from the San Joaquin Valley Air Pollution Control District for the Purchase and Installation of Electric Vehicle Chargers for Public Access Charging at the Modesto and Oakdale Libraries; Accept a \$4,405 Donation from the Oakdale Tourism and Visitors Bureau; and Negotiate and Enter Into Memorandums of Understanding with the Cities of Modesto and Oakdale

STAFF RECOMMENDATIONS:

1. Authorize the County Librarian to sign, submit and accept, if awarded, an application to the San Joaquin Valley Air Pollution Control District Charge Up! Program grant for up to \$12,000 to purchase and install Electric Vehicle Chargers for public access charging.
2. Authorize the County Librarian to sign associated agreements with the San Joaquin Valley Air Pollution Control District to implement the project.
3. Authorize the County Librarian to negotiate and sign a Memorandum of Understanding with the City of Modesto identifying the County as the responsible agency for upkeep and on-going costs associated with the project located at the Modesto branch.
4. Authorize the County Librarian to negotiate and sign a Memorandum of Understanding with the City of Oakdale identifying the County as the responsible agency for upkeep and on-going costs associated with the project located at the Oakdale branch.
5. Accept a donation in the amount of \$4,405 from the Oakdale Tourism and Visitors Bureau to go towards the purchase and installation of Electric Vehicle Chargers for public access charging.

DISCUSSION:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) has numerous grants and incentives for public agencies. These programs help reduce emissions which favorably impacts air quality in the San Joaquin Valley. Earlier this year, a small team comprised of staff members from the Chief Executive Office, General Services Agency, Library and Public Works reviewed the available programs and identified the Charge Up! Program as a viable program for County implementation. This program provides funding to public agencies and businesses in the San Joaquin Valley to install publicly available electric vehicle chargers. Up to \$6,000 per unit is available. According to the SJVAPCD, the purpose of the program is to fund the purchase of electric vehicle chargers to promote clean air alternative-fuel technologies and the use of low-or zero-emission vehicles.

To be eligible for the program the County must:

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- Enter into an agreement with the SJVAPCD to be able to receive funds under the program.
- Disclose any additional funding sources or other financial incentives and funding amounts received or to be received towards the purchase and installation of chargers in the project.
- If necessary, have the capital in addition to SJVAPCD funds to complete the proposed project in a timely fashion.
- Own, operate and maintain the chargers purchased through the program as required by the terms and conditions of the agreement (the contract life for the program is three years).
- Have the new chargers installed by a licensed contractor. The chargers must be installed in accordance with local, state, and federal codes, permitting, and inspection requirements.
- At a minimum, register the new charging site on the United States Department of Energy's (DOE) Alternative Fuels Data Center station locator.
- If requested, affix funding label provided by the SJVAPCD on the new chargers.

County staff has identified the Library's branches located in downtown Modesto and Oakdale as the best locations for this pilot program. The Library has been adapting to the citizenry's needs by enhancing its digital presence and offering services such as Veterans Connect @ the Library and a future Maker Space at the Modesto branch. This conscious effort towards the betterment of our community combined with its central location makes the Modesto branch an ideal choice for an electric vehicle charging station that will hopefully encourage growth in clean air technology. Furthermore, the Modesto branch is an attractive and promotional location because of its proximity to dining, shopping and other entertainment in the downtown area.

As County staff was developing a project plan for the Modesto branch, the Oakdale Tourism and Visitors Bureau (OTVB) reached out to the Library about the possibility of placing a charging station in the City of Oakdale. Oakdale has traditionally been a stopping point for travelers on their way to Yosemite and other mountain attractions. It was determined to expand this pilot application to include a second charging station located at the Oakdale Library branch with financial assistance from the OTVB. The OTVB has committed a one-time contribution (donation) in the amount of \$4,405 for the purchase and installation of an electric vehicle charging station. The Oakdale branch shares a parking lot with the Gene Bianchi Community Center and is part of Oakdale's city center which also consists of shopping, dining and other entertainment, therefore making it an attractive location as well.

The parking lots located next to the Modesto and Oakdale branches are owned by the Cities of Modesto and Oakdale, respectively, who must approve the installation of the charging stations. Both cities have expressed their support for the project and have given approval for the installation of the charging stations and the use of two parking spots. A Memorandum of Understanding (MOU) will be drafted for both projects. Both MOUs will identify the County as the responsible agency for upkeep and on-going costs associated with the pilot project.

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To be eligible for the grant, the charging stations must be open and available to the public for a minimum of 30 hours a week. It is anticipated the charging station located at Modesto will be available to the public from approximately 10 a.m. to 8 p.m. Monday through Thursday; 10 a.m. to 5 p.m. Friday and Saturday; and will be unavailable on Sunday for a total weekly availability of 54 hours. This schedule is in line with the Modesto branch's hours of operations. The availability of the Oakdale charging station will closely follow its hours of operations as well and will be available from 10 a.m. to 6 p.m. on Mondays and Wednesdays; 10 a.m. to 8 p.m. Tuesdays and Thursdays; 10 a.m. to 5 p.m. Fridays and Saturdays; and will be unavailable on Sundays for a total of 50 hours each week. To keep the charging stations safe from vandalism they will be housed in an enclosure that will be secured outside the hours of operation, thus limiting their availability.

The Library, General Services Agency (GSA) and Chief Executive Office are proposing to purchase equipment from ChargePoint, an electric vehicle infrastructure company that operates the largest electronic vehicle charging network with over 30,000 charging spots. The company's Commercial Level 2 Charging Stations charge at an estimated 25 Range per Hour (RPH), which is the estimated maximum miles of range a charging station delivers per hour of charging. Most electric vehicle users typically "top off" their charge and are plugged into the charging station for one to two hours. The stations offer a self-retracting, maintenance free and lightweight cord management system.

The ChargePoint model is unique. The County would purchase the charging stations, at a price of \$6,489 each, and pay an annual fee of approximately \$500 per station for the use of the ChargePoint Commercial Network Service Plan. The plan is cloud-based and provides the tools needed to manage the charging station such as data analysis, payment processing and around-the-clock driver support. The charging stations are connected to the ChargePoint network through a cellular data network and station owners can manage charging station operations from a single dashboard.

In addition to the cost of the chargers and annual Commercial Network Service Plan, there is an initial activation fee of \$349 per charger and \$599 site validation per site to ensure the installation meets all ChargePoint requirements. With the purchase of the ChargePoint charger, a one year warranty comes free of charge with the option of purchasing an additional one-year warranty. Installation costs are estimated to be \$10,500 per charging station.

The incremental costs for which the grant will not cover will be paid for by a combination of the Library, GSA – Fleet Services and the OTVB. The Library and GSA – Fleet Services will pay for the remaining equipment and installation costs for the charging station located at the Modesto Library, and the Library and OTVB will pay for the remaining equipment and installation costs for the charging station located at the Oakdale Library. The annual ChargePoint Commercial Network Service Plan costs and any maintenance costs, which are expected to be minimal, will be covered by the Library. A matrix detailing the cost share is included as an attachment.

County staff is currently researching the appropriate fee structure for this service. No fee structure is being recommended at this point through the first year of implementation, therefore

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offering this service free of charge. Staff will monitor the usage and collect the appropriate information and return with a fee recommendation at a later date. Based on the hours of operations for the Modesto and Oakdale libraries, the estimated costs of electricity annually is \$4,056.

A sole source justification has been completed in coordination with the General Services Agency Purchasing Division to ensure adherence to County procurement procedures. ChargePoint's market penetration of over 30,000 sites is the largest of any company and therefore allows electric vehicle users to strategically plan their route. This is critical, primarily as the mileage of current electric vehicles in many cases is limited. Additionally, staff has concluded the features accompanying the ChargePoint Commercial Network Service Plan are unique in the industry and are needed to ensure staff can effectively manage the charging stations without intrusion into the daily activities of Library operations.

POLICY ISSUE:

The Board of Supervisors' approval is necessary to adopt a formal resolution authorizing the execution and submittal of the grant application for the San Joaquin Valley Air Pollution Control District's Charge Up! Program; enter into MOUs with other public agencies and accept the OTVB donation.

FISCAL IMPACT:

The total cost for both projects is estimated at \$38,362. Of this amount, \$17,362 will be for the ChargePoint Commercial Level 2 charging stations and associated start-up costs. The remaining \$21,000 will be for the installation of the charging stations at both sites.

Up to \$12,000 will be covered by the San Joaquin Valley Air Pollution Control District (SJVAPCD) Charge UP! Program grant. The Oakdale Tourism and Visitors Bureau (OTVB) will cover approximately 30% of the remaining costs associated with the Oakdale project with a \$4,405 donation, and GSA – Fleet Services will cover 40% of the remaining costs associated with the Modesto project totaling \$5,274. The Library budget will contribute towards the balance of the costs or \$7,907 towards the Modesto project and \$8,776 towards the Oakdale project.

On-going costs estimated, at approximately \$7,000 annually, will be paid for by the Library and will be included in future operating budgets. These on-going costs include the Commercial Network Software Plan, Assure warranty/maintenance program (after the first free year), and charging costs. In the future, on-going costs could be offset with fee revenue once an appropriate fee structure has been determined.

Any necessary budget adjustments will occur as part of the Mid-Year Financial Report.

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Cost of recommended action:		\$ 38,362
Source(s) of Funding:		
Charge Up! Grant	\$ 12,000	
Oakdale Tourism and Visitors Bureau Donation	\$ 4,405	
Library Fund Balance	\$ 16,683	
GSA Fund Balance	\$ 5,274	
Funding Total:		\$ 38,362
Net Cost to County General Fund		\$ -

Fiscal Year:	2016/2017
Budget Adjustment/Appropriations needed:	No

Fund Balance as of 10/1/16	
Library	\$ 10,249,014
General Services Agency - Fleet Services	\$ 1,199,501

BOARD OF SUPERVISORS' PRIORITY:

Approval of this action supports the Board's priorities of A Strong Local Economy, A Well Planned Infrastructure System and Efficient Delivery of Public Services by providing for public electric vehicle charging stations in downtown city cores located near many locally-owned businesses.

STAFFING IMPACT:

Existing staff from the General Services Agency, County Chief Executive Office and Library will apply for and implement the project. Existing Library staff will be tasked with the day-to-day tasks of ensuring the charging station is available to the public.

CONTACT PERSON:

Diane McDonnell, County Librarian Telephone - 558-7801

ATTACHMENT(S):

1. Charge Up! Program Grant Applications
2. City Authorizations
3. Oakdale Tourism and Visitors Bureau
4. Cost Sharing Matrix

Attachment 1

Modesto Library Charge Up! Program Grant Application

Oakdale Library Charge Up! Program Grant Application



APPLICATION

Please complete this application to apply for incentive funding to purchase and install eligible electric vehicle (EV) chargers for public access charging. All fields are required unless otherwise indicated. If you have questions or need assistance completing this application, please contact us at (559) 230-5800.

1 APPLICANT INFORMATION

Organization Name *(as it appears on Form W-9 and supporting documentation)*

Stanislaus County Library

County where organization is located

San Joaquin Stanislaus Merced Madera Fresno Kings
 Tulare Kern (Valley portion) Other: _____

Mailing Address

1500 I Street - Modesto Main Library

City

Modesto

State

CA

Zip Code

95354

Physical Address *(if different from mailing address)*

City

State

Zip Code

Primary Contact Name *(print)*

Diane McDonnell

Title

County Librarian

Primary Contact Phone Number

209-558-7806

Alternate Phone Number

209-558-7800

E-mail

dmcdonnell@StanCounty.com

Contract Signing Authority Name *(print)*

Diane McDonnell

Title

County Librarian

2 EV CHARGER INFO

Make	Model	Level 2 Charger Type		Quantity
Leviton	evr-green 4000 level 2	<input type="checkbox"/> Single Port	<input checked="" type="checkbox"/> Dual Port	1
		<input type="checkbox"/> Single Port	<input type="checkbox"/> Dual Port	

If you are interested in Level 3/DC Fast Chargers, please contact us at 559.230.5800.

3

SITE INFORMATION

Address where EV charger will be installed *(One Site Per Application)*

1500 I Street - Modesto Main Library

City

Modesto

State

CA

Zip Code

95354

Major cross streets of proposed site

H Street between 15th and 16th Streets

Detailed description of where the EV chargers will be located within the parking lot/structure. If available, please attach siting maps or schematics, location photos, etc. *Additional sheets can be attached as necessary.*

The chargers will be located in the public parking lot at the back of the main library facility. The facility is conveniently located on I Street directly off Highway 99. The distance from Highway 99 is approximately 3,711 lineal feet. The type of charger to be installed is a level 2 public chargers with dual ports servicing two charging stations.

Is the proposed site owned by the applicant? Yes No

(If no, additional documentation will be required confirming permission to install EV chargers at proposed site.)

Total number of parking stalls in parking lot/structure where EV chargers will be installed: **2**

Total number of parking stalls that will be dedicated for the proposed EV chargers: **2**



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT



3

SITE INFORMATION (Cont.)

Is the proposed site located near any of the following points of interest? (check all that apply)

- Hospital
 Restaurants
 Movie Theater
 Park
 Grocery Store/Supermarket
 Library
 Stadium
 Shopping Mall
 Lodging
 Other: _____

Days/Hours EV chargers will be available to the public:

- Check here if the EV chargers will be publically accessible 24 hours a day, 7 days a week

	Mon	Tu	Wed	Th	Fri	Sat	Sun
Total Hours per Day	10 hours	10 hours	10 hours	10 hours	7 hours	7 hours	0 hours
Publically Accessible Hours <i>Example: 8:00am-5:00pm</i>	10:00 am - 8:00 pm	10:00 am - 8:00 pm	10:00 am - 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm	10:00 am - 5:00 pm	N/A

Are there existing fleet or personal plug-in electric vehicles that will be using the EV chargers at the proposed site? Yes No
 If Yes, please describe the existing vehicles:

4

CHECKLIST

All items on this checklist must be submitted for the application to be deemed complete and processed for funding consideration.

- Completed application (Pages 1 and 2).
- First page of IRS Form W-9.
- Dated and itemized quote for the new electric vehicle charger(s) including installation costs.
(Estimated costs will be used to help determine eligible funding amounts. However, the applicant is not required to utilize the retailer or contractor who provided the quote.)
- Documentation which confirms permission from property landowner that the applicant may install charger(s) on the property site. *(if applicable)*
- For public agencies only:** Resolution from the Applicant's governing body *(i.e. City Council or County Board of Supervisors)*, or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the electric vehicle infrastructure project.

CERTIFY

My signature below certifies that I have read and understand the Charge Up! Program guidelines and all information provided in this application and any attachments are true and correct to the best of my knowledge. I also understand that:

- If awarded, as part of the process to receive funds under the SJVAPCD's Charge Up! Program, I will be required to enter into an agreement with the SJVAPCD.
- The submission of an application does not guarantee incentive funding for the proposed project in the application. The application has to meet all program eligibility criteria to be considered for funding.
- I will not purchase or install the new EV charger(s) until receiving an executed agreement with the SJVAPCD. Any such actions may make my project ineligible for funding. An agreement is considered executed when both parties, the applicant and the SJVAPCD, have signed the grant agreement.

Print Name of Signing Authority _____

Title _____

Signature of Signing Authority _____

Date ____/____/____

SUBMIT

Please submit your completed application to the SJVAPCD via one of the following methods:

MAIL: San Joaquin Valley APCD Incentives Program
 1990 East Gettysburg Avenue, Fresno, CA 93726-0244
 EMAIL: weberip@valleyair.org; Subject Line: Charge Up!
 FAX: (559) 230-6112

Project # _____



Google earth

feet
meters



evr-green® 4000 Level 2 Public Use Charging Stations

Featuring ChargePoint Network Services



Evr-Green® 4000 Level 2 Public Use Charging Stations provide corporations, municipalities and utilities industry leading EV charging solutions. Integrating design and functionality with superior reliability and durability, the Evr-Green charging stations are ideal for workplace, commercial, or outdoor public charging. They are available in bollard and wall mount configurations for easy installation anywhere.

For applications where available power may be limited, the innovative power sharing feature enables two charging ports to share a single circuit, allowing for sites with single port EV stations to upgrade to dual port stations without requiring additional electrical services. For new installations, these stations require half the electrical capacity and installation complexity of comparable dual port stations.

Models are available with two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use.

-chargepoint+



Features and Benefits

ChargePoint Software Service Plans let you control access, set pricing, display advertising, monitor status, and generate usage reports while ChargePoint provides 24/7/365 call center support to drivers so you don't have to.

LCD Display Allows for Customizable Video

- Daylight readable, with auto brightness control
- 640X480 resolution active matrix
- Full motion 30fps video support
- Download up to 60 seconds of full-motion, full-color video to any arbitrary group of stations as often as you like¹
- Brand your charging stations and communicate with drivers
- Multiple language support allows drivers to select English, French or Spanish

Energy Measurement and Management

- Real-time energy measurement
- 15 minute interval recording
- Time of day (TOD) pricing
- Load shed by % of running average or to fixed power output

Hassle-Free Cord Management

- Keep charging cords off the ground and out of drivers hands
- Ultra-reliable second-generation gravity operated mechanism

Power Sharing (patent pending)

- Share one 40A 208/240 circuit between two parking spaces
- Single vehicle charges at full 6.2/7.2kW (30A @208/240V) and two vehicles simultaneously charge at 3.3/3.8kW (16A@ 208/240V) each

Multi-format RFID Card Reader

- ISO 15693, ISO 14443 and NFC
- Accepts ChargePoint cards as well as Visa PayWave, MasterCard PayPass, American Express ExpressPay, and Discover Zip contactless credit cards

¹ Video service plan required

The 5.7" LCD display provides full motion charging instructions in a clear and simple format. It also allows station owners to deliver advertising messaging.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

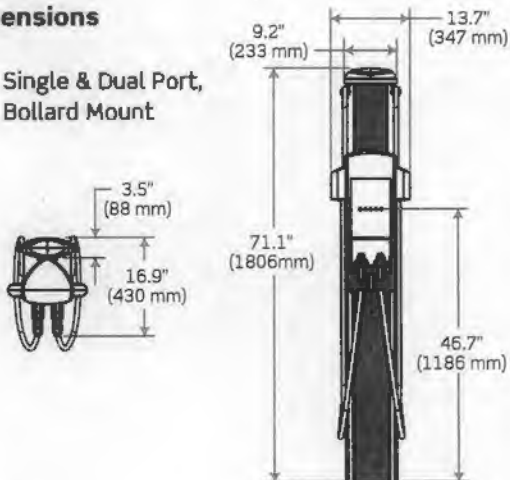


Listed by Underwriters Laboratories Inc.

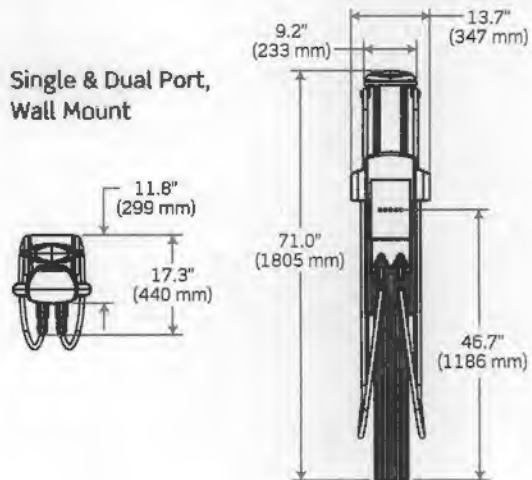


Dimensions

Single & Dual Port, Bollard Mount



Single & Dual Port, Wall Mount



Specifications

Electrical Input	Single Port	Dual Port
AC Power Input Rating – Standard	208/240VAC 60Hz single phase @ 30A	208/240VAC 60Hz single phase @ 30 x 2
AC Power Input Rating – Power Sharing	n/a	208/240 VAC 60Hz single phase @ 32A
Input Power Connections – Standard	One 40A branch circuit	Two independent 40A branch circuits
Input Power Connections – Power Sharing	n/a	One 40A branch circuit
Required Service Panel Breaker – Standard	40A dual pole (non-GFCI type)	40A dual pole (non-GFCI type) x 2
Required Service Panel Breaker – Power Sharing	n/a	40A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)	
Wiring – Standard	3-wire (L1, L2, Earth)	5-wire (L1, L1, L2, L2, Earth)
Wiring – Power Sharing	n/a	3-wire (L1, L2, Earth)
Station Power	8W typical (standby), 15W maximum (operation)	

Electrical Output		
AC - Standard	7.2kW (240VAC @ 30A)	7.2kW (240VAC @ 30A) x 2
AC - Power Sharing	n/a	7.2kW (240VAC @ 30A) x 1 OR 3.8kW (240VAC @ 16A) x 2

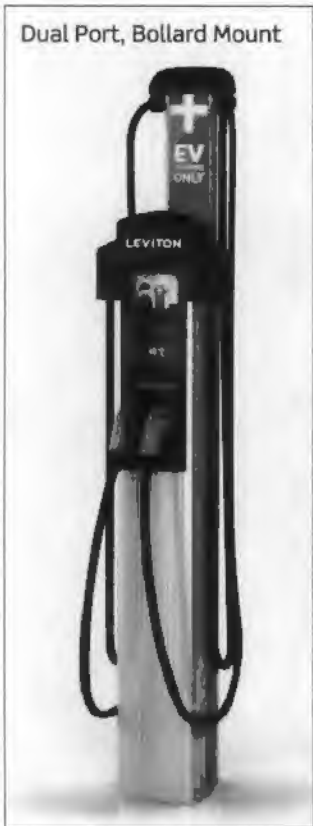
Physical Features		
Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18' (5.5 meters)	18' (5.5 meters) x 2
Overhead Cable Management System	Yes	
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features	
Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (32A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

Safety and Operational Settings	
Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	221°F (105°C)
Maximum Charging Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Dual Port, Bollard Mount



Dual Port, Wall Mount



evr-green® Level 2 Public Use Charging Stations

Evr-Green Level 2 Public Use Charging Stations are comprised of four sections:

Mounting Mechanism • Cable Management Assembly • Head Unit • Mounting Cap

To order a Level 2 Public Use Charging Station, select a mounting mechanism, cable management assembly, head unit and mounting cap. A complete system must contain items from each system section.

Cat. No.	Description
Mounting Mechanism	
CPMBX	Bollard Mounting Body
CPMEX	Wall Mounting Body
Cable Management Assembly	
CPCBX	Retractable Cord Management Assembly
Head Unit	
Select a Head Unit for the station. Each installation requires at least one gateway unit. The gateway head contains the cellular modem for communication with the ChargePoint network.	
CPHG1	Gateway Head, Single Port, US SIM, (1) 18ft charging cable, 1-Year Token for 1 Level 2 Port. Activation requires submission of Master Service Agreement.
CPHD1	LAN Head, Single Port, US & Canada, (1) 18ft charging cable, 1-Year Token for 1 Level 2 Port. Activation requires submission of Master Service Agreement.
CPHG2	Gateway Head, Dual Port, US SIM, (2) 18ft charging cables, 1-Year Token for 2 Level 2 Ports. Activation requires submission of Master Service Agreement.
CPHD2	LAN Head, Dual Port, US & Canada, (2) 18ft charging cables, 1-Year Token for 2 Level 2 Ports. Activation requires submission of Master Service Agreement.
Mount Cap	
CPCAP-B	Bollard Mount Cap
CPCAP-W	Wall Mount Cap
Charging Station Software	
The ChargePoint Network Service includes online software which provides station owners with real-time station monitoring, station reporting, and billing software. To use the ChargePoint Network Services, station owners must complete ChargePoint's Master Service & Subscription Agreement.	

Leviton Manufacturing Co., Inc.

201 N Service Rd, Melville, NY 11747

Leviton Manufacturing of Canada, Ltd.

165 Hymus Blvd, Pointe-Claire, QC H9R 1E9

Leviton S. de R.L. de C.V.

Lago Tana 43, Col. Huichapan, Miguel Hidalgo, CP 11290 México DF

For more information call 1-877-338-7473 or visit us at leviton.com/evrgreen

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Specifications subject to change without notice. ChargePoint is a registered trademark of Coulomb Technologies, Inc.





APPLICATION

Please complete this application to apply for incentive funding to purchase and install eligible electric vehicle (EV) chargers for public access charging. All fields are required unless otherwise indicated. If you have questions or need assistance completing this application, please contact us at (559) 230-5800.

1 APPLICANT INFORMATION

Organization Name *(as it appears on Form W-9 and supporting documentation)*

Stanislaus County Library

County where organization is located

San Joaquin Stanislaus Merced Madera Fresno Kings
 Tulare Kern (Valley portion) Other: _____

Mailing Address

1500 I Street - Modesto Main Library

City State Zip Code
Modesto CA 95354

Physical Address *(if different from mailing address)*

151 South First Street

City State Zip Code
Oakdale CA 95361

Primary Contact Name *(print)*

Diane McDonnell

Title
County Librarian

Primary Contact Phone Number

209-558-7806

Alternate Phone Number

209-558-7800

E-mail
dmcdonnell@StanCounty.com

Contract Signing Authority Name *(print)*

Diane McDonnell

Title
County Librarian

2 EV CHARGER INFO

Make	Model	Level 2 Charger Type		Quantity
Leviton	evr-green 4000 level 2	<input type="checkbox"/> Single Port	<input checked="" type="checkbox"/> Dual Port	1
		<input type="checkbox"/> Single Port	<input type="checkbox"/> Dual Port	

If you are interested in Level 3/DC Fast Chargers, please contact us at 559.230.5800.

3 SITE INFORMATION

Address where EV charger will be installed *(One Site Per Application)*

151 South 1st Avenue

City State Zip Code
Oakdale CA 95361

Major cross streets of proposed site

S 1st Avenue and E G Street

Detailed description of where the EV chargers will be located within the parking lot/structure. If available, please attach siting maps or schematics, location photos, etc. *Additional sheets can be attached as necessary.*

The EV chargers will be located in a public parking lot adjacent to the Stanislaus County Library - Oakdale Branch located at 151 South 1st Avenue. The location is conveniently located near Highways 108 and 120. A picture of the site and its location is attached.

Is the proposed site owned by the applicant? Yes No *(If no, additional documentation will be required confirming permission to install EV chargers at proposed site.)*

Total number of parking stalls in parking lot/structure where EV chargers will be installed: **2**

Total number of parking stalls that will be dedicated for the proposed EV chargers: **2**



3

SITE INFORMATION (Cont.)

Is the proposed site located near any of the following points of interest? (check all that apply)

- Hospital Restaurants Movie Theater Park Grocery Store/Supermarket Library
 Stadium Shopping Mall Lodging Other: _____

Days/Hours EV chargers will be available to the public:

- Check here if the EV chargers will be publically accessible 24 hours a day, 7 days a week

	Mon	Tu	Wed	Th	Fri	Sat	Sun
Total Hours per Day	8	10	8	10	7	7	0
Publically Accessible Hours <i>Example: 8:00am-5:00pm</i>	10:00 am -6:00 pm	10:00 am -8:00 pm	10:00 am -6:00 pm	10:00 am -8:00 pm	10:00 am -5:00 pm	10:00 am -5:00 pm	N/A

Are there existing fleet or personal plug-in electric vehicles that will be using the EV chargers at the proposed site? Yes No
 If Yes, please describe the existing vehicles:

4

CHECKLIST

All items on this checklist must be submitted for the application to be deemed complete and processed for funding consideration.

- Completed application (Pages 1 and 2).
- First page of IRS Form W-9.
- Dated and itemized quote for the new electric vehicle charger(s) including installation costs.
(Estimated costs will be used to help determine eligible funding amounts. However, the applicant is not required to utilize the retailer or contractor who provided the quote.)
- Documentation which confirms permission from property landowner that the applicant may install charger(s) on the property site. *(if applicable)*
- For public agencies only:** Resolution from the Applicant's governing body *(i.e. City Council or County Board of Supervisors)*, or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the electric vehicle infrastructure project.

CERTIFY

My signature below certifies that I have read and understand the Charge Up! Program guidelines and all information provided in this application and any attachments are true and correct to the best of my knowledge. I also understand that:

- If awarded, as part of the process to receive funds under the SJVAPCD's Charge Up! Program, I will be required to enter into an agreement with the SJVAPCD.
- The submission of an application does not guarantee incentive funding for the proposed project in the application. The application has to meet all program eligibility criteria to be considered for funding.
- I will not purchase or install the new EV charger(s) until receiving an executed agreement with the SJVAPCD. Any such actions may make my project ineligible for funding. An agreement is considered executed when both parties, the applicant and the SJVAPCD, have signed the grant agreement.

Print Name of Signing Authority _____ Title _____

Signature of Signing Authority _____ Date ____/____/____

SUBMIT

Please submit your completed application to the SJVAPCD via one of the following methods:

MAIL: San Joaquin Valley APCD Incentives Program
 1990 East Gettysburg Avenue, Fresno, CA 93726-0244
 EMAIL: weberip@valleyair.org; Subject Line: Charge Up!
 FAX: (559) 230-6112

Project # _____



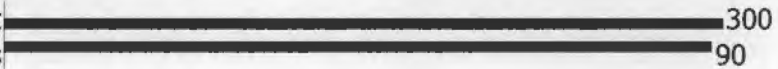
151 S 1st Ave

© 2015 Google

Google earth

Google earth

feet
meters



evr-green[®] 4000

Level 2 Public Use Charging Stations

Featuring ChargePoint Network Services



Evr-Green[®] 4000 Level 2 Public Use Charging Stations provide corporations, municipalities and utilities industry leading EV charging solutions. Integrating design and functionality with superior reliability and durability, the Evr-Green charging stations are ideal for workplace, commercial, or outdoor public charging. They are available in bollard and wall mount configurations for easy installation anywhere.

For applications where available power may be limited, the innovative power sharing feature enables two charging ports to share a single circuit, allowing for sites with single port EV stations to upgrade to dual port stations without requiring additional electrical services. For new installations, these stations require half the electrical capacity and installation complexity of comparable dual port stations.

Models are available with two standard SAE J1772[™] Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use.

-chargepoint+



Features and Benefits

ChargePoint Software Service Plans let you control access, set pricing, display advertising, monitor status, and generate usage reports while ChargePoint provides 24/7/365 call center support to drivers so you don't have to.

LCD Display Allows for Customizable Video

- Daylight readable, with auto brightness control
- 640X480 resolution active matrix
- Full motion 30fps video support
- Download up to 60 seconds of full-motion, full-color video to any arbitrary group of stations as often as you like¹
- Brand your charging stations and communicate with drivers
- Multiple language support allows drivers to select English, French or Spanish

Energy Measurement and Management

- Real-time energy measurement
- 15 minute interval recording
- Time of day (TOD) pricing
- Load shed by % of running average or to fixed power output

Hassle-Free Cord Management

- Keep charging cords off the ground and out of drivers hands
- Ultra-reliable second-generation gravity operated mechanism

Power Sharing (patent pending)

- Share one 40A 208/240 circuit between two parking spaces
- Single vehicle charges at full 6.2/7.2kW (30A @208/240V) and two vehicles simultaneously charge at 3.3/3.8kW (16A@ 208/240V) each

Multi-format RFID Card Reader

- ISO 15693, ISO 14443 and NFC
- Accepts ChargePoint cards as well as Visa PayWave, MasterCard PayPass, American Express ExpressPay, and Discover Zip contactless credit cards

¹ Video service plan required

The 5.7" LCD display provides full motion charging instructions in a clear and simple format. It also allows station owners to deliver advertising messaging.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

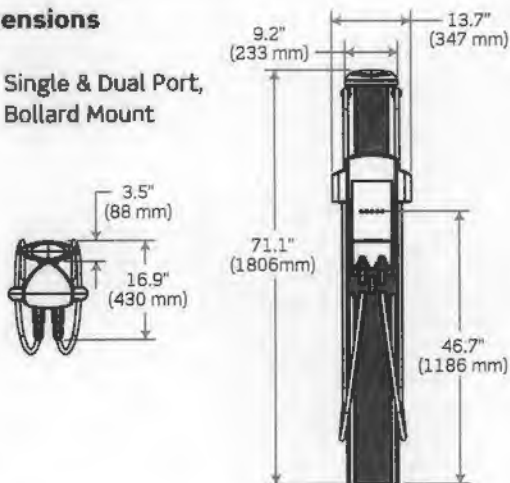


Listed by Underwriters Laboratories Inc.

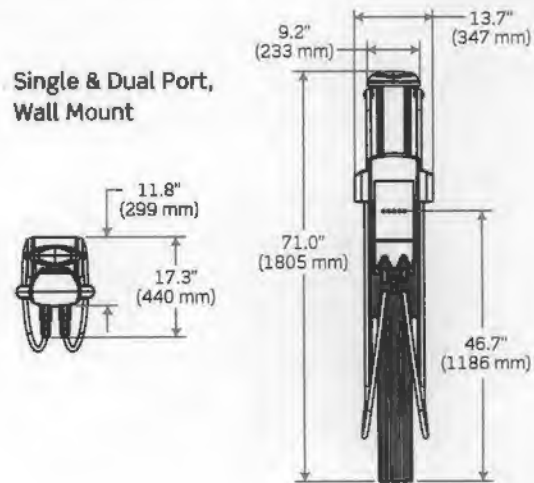


Dimensions

Single & Dual Port,
Bollard Mount



Single & Dual Port,
Wall Mount



Specifications

Electrical Input	Single Port	Dual Port
AC Power Input Rating – Standard	208/240VAC 60Hz single phase @ 30A	208/240VAC 60Hz single phase @ 30 x 2
AC Power Input Rating – Power Sharing	n/a	208/240 VAC 60Hz single phase @ 32A
Input Power Connections – Standard	One 40A branch circuit	Two independent 40A branch circuits
Input Power Connections – Power Sharing	n/a	One 40A branch circuit
Required Service Panel Breaker – Standard	40A dual pole (non-GFCI type)	40A dual pole (non-GFCI type) x 2
Required Service Panel Breaker – Power Sharing	n/a	40A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)	
Wiring – Standard	3-wire (L1, L2, Earth)	5-wire (L1, L1, L2, L2, Earth)
Wiring – Power Sharing	n/a	3-wire (L1, L2, Earth)
Station Power	8W typical (standby), 15W maximum (operation)	

Electrical Output		
AC - Standard	7.2kW (240VAC @ 30A)	7.2kW (240VAC @ 30A) x 2
AC - Power Sharing	n/a	7.2kW (240VAC @ 30A) x 1 OR 3.8kW (240VAC @ 16A) x 2

Functional Interfaces		
Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18' (5.5 meters)	18' (5.5 meters) x 2
Overhead Cable Management System	Yes	
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features	
Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (32A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

Environmental Features	
Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	221°F (105°C)
Maximum Charging Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Dual Port, Bollard Mount



Dual Port, Wall Mount



evr-green® Level 2 Public Use Charging Stations

Evr-Green Level 2 Public Use Charging Stations are comprised of four sections:

Mounting Mechanism • Cable Management Assembly • Head Unit • Mounting Cap

To order a Level 2 Public Use Charging Station, select a mounting mechanism, cable management assembly, head unit and mounting cap. A complete system must contain items from each system section.

Cat. No.	Description
Mounting Mechanism	
CPMBX	Bollard Mounting Body
CPMEX	Wall Mounting Body
Cable Management Assembly	
CPCBX	Retractable Cord Management Assembly
Head Unit	
Select a Head Unit for the station. Each installation requires at least one gateway unit. The gateway head contains the cellular modem for communication with the ChargePoint network.	
CPHG1	Gateway Head, Single Port, US SIM, (1) 18ft charging cable, 1-Year Token for 1 Level 2 Port. Activation requires submission of Master Service Agreement.
CPHD1	LAN Head, Single Port, US & Canada, (1) 18ft charging cable, 1-Year Token for 1 Level 2 Port. Activation requires submission of Master Service Agreement.
CPHG2	Gateway Head, Dual Port, US SIM, (2) 18ft charging cables, 1-Year Token for 2 Level 2 Ports. Activation requires submission of Master Service Agreement.
CPHD2	LAN Head, Dual Port, US & Canada, (2) 18ft charging cables, 1-Year Token for 2 Level 2 Ports. Activation requires submission of Master Service Agreement.
Mount Cap	
CPCAP-B	Bollard Mount Cap
CPCAP-W	Wall Mount Cap
Charging Station Software	
The ChargePoint Network Service includes online software which provides station owners with real-time station monitoring, station reporting, and billing software. To use the ChargePoint Network Services, station owners must complete ChargePoint's Master Service & Subscription Agreement.	

Leviton Manufacturing Co., Inc.

201 N Service Rd, Melville, NY 11747

Leviton Manufacturing of Canada, Ltd.

165 Hymus Blvd, Pointe-Claire, QC H9R 1E9

Leviton S. de R.L. de C.V.

Lago Tana 43, Col. Huichapan, Miguel Hidalgo, CP 11290 México DF

For more information call 1-877-338-7473 or visit us at leviton.com/evrgreen

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Specifications subject to change without notice. ChargePoint is a registered trademark of Coulomb Technologies, Inc.



Attachment 2

City of Modesto Authorization

City of Oakdale Authorization



City of Modesto
Parking Services
Division
501 N. Jefferson St.
Modesto, CA 95354
209/342-2216
209/523-3730 Fax

May 19, 2016

Michael Leamy
Modesto Library Manager
1500 I Street
Modesto, CA
209-558-4946

To Michael Leamy,

The City of Modesto Parking Services is in agreement with the County's desire to install a vehicle charging station in two of the parking spaces in the City owned parking lot located on the H Street side of the Library between 15th & 16th Streets. We believe this will be a benefit to the patrons of the library and a positive impact on the environment. We are fully in favor of the county pursuing the grant that will help fund the purchase and installation of charging station.

We are in agreement that the County will maintain the charging stations and the spaces they occupy and will be drawing up an MOU to that effect. We do not foresee any issue in moving forward with the project prior to the MOU being in effect.

Kelly Gallagher
Parks Operations Manager

Patricia Morrison
Parking Services Supervisor



**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2016-121**

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
APPROVING THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS
IN TWO PARKING SPACES NEAR THE OAKDALE LIBRARY IN THE
CITY OWNED GENE BIANCHI COMMUNITY CENTER PARKING LOT**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Stanislaus County and the Oakdale Tourism and Visitors Bureau (OTVB) are working together on a project to install two electric vehicle charging stations in two parking spaces in the Gene Bianchi Community Center parking lot near the Oakdale Library; and

WHEREAS, the cost to install and maintain the charging stations would be borne by the County and by the OTVB; and

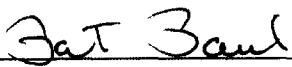
WHEREAS, the City will enter into a Memorandum of Understanding where the City allows the County to utilize two parking spaces and the County installs and maintains the charging stations and the parking spaces they occupy.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby approves the concept of allowing Stanislaus County to install and maintain the electric vehicle charging stations in two parking spots in the Gene Bianchi Community Center parking lot and authorizes staff to draft a Memorandum of Understanding with the County that articulates that arrangement.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 3rd DAY OF OCTOBER, 2016, by the following vote:

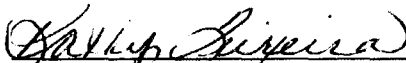
AYES:	COUNCILMEMBERS:	Dunlop, McCarty and Paul	(3)
NOES:	COUNCILMEMBERS:	Bairos and Murdoch	(2)
ABSENT:	COUNCILMEMBERS:	None	(0)
ABSTAINED:	COUNCILMEMBERS:	None	(0)

SIGNED:



Pat Paul, Mayor

ATTEST:



Kathy Teixeira, CMC
City Clerk

Exhibit A

Location of Charging Stations



Attachment 3

Oakdale Tourism and Visitors Bureau



**Oakdale Tourism and Visitors Bureau
214 E. F Street, #209
Oakdale, CA 95356**

October 18, 2016

**Ms. Diane McDonnell
Stanislaus County Librarian
1500 I Street
Modesto, CA 95354**

Dear Ms. McDonnell:

On September 7, 2016, the Board of Directors of the Oakdale Tourism and Visitors Bureau voted to approve the one-time contribution of \$4,405 to the Stanislaus County Library for support of the Stanislaus Public Library Vehicle Charging Station Grant program which will bring electronic vehicle charging capacity to the City of Oakdale.

The Oakdale Tourism and Visitors Bureau is committed to developing tourism activity for the City of Oakdale and this charging station program is another opportunity for us to promote Oakdale and to encourage travelers to stop and discover our beautiful community.

We are very excited about this partnership and this project.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Dumas".

**Pamela Dumas,
Business Manager
(209) 345-9264
oakdaletourism@gmail.com
visitoakdale.com**

**cc: Patrick Cavanah, Stanislaus County
OTVB Board**

Attachment 4

Cost Sharing Matrix

Electric Vehicle Charger Project Costs

Modesto Library Installation					
ChargePoint Costs	Price	Charge Up! Grant	Library 60% of Cost	GSA - Fleet 40% of Cost	
Charging Station	\$ 6,489.00	\$ 6,000.00	\$ 293.00	\$ 196.00	
Station Activation & Configuration	\$ 349.00	\$ -	\$ 209.00	\$ 140.00	
ChargePoint Assure Warranty	\$ 740.00	\$ -	\$ 444.00	\$ 296.00	
Site Validation	\$ 599.00	\$ -	\$ 359.00	\$ 240.00	
Commercial Network Software Plan	\$ 504.00	\$ -	\$ 302.00	\$ 202.00	
ChargePoint Subtotal	\$ 8,681.00	\$ 6,000.00	\$ 1,607.00	\$ 1,074.00	
Installation Costs	Price	Charge Up! Grant	Library 60% of Cost	GSA - Fleet 40% of Cost	
Fence & lock to prevent vandalism	\$ 1,500.00	\$ -	\$ 900.00	\$ 600.00	
Unit Installation	\$ 7,500.00	\$ -	\$ 4,500.00	\$ 3,000.00	
Miscellaneous Concrete	\$ 1,500.00	\$ -	\$ 900.00	\$ 600.00	
Installation Subtotal	\$ 10,500.00	\$ -	\$ 6,300.00	\$ 4,200.00	
Total Modesto Project	\$ 19,181.00	\$ 6,000.00	\$ 7,907.00	\$ 5,274.00	

Oakdale Library Installation					
ChargePoint Costs	Price	Charge Up! Grant	Library 70% of Cost	OTVB 30% of Cost	
Charging Station	\$ 6,489.00	\$ 6,000.00	\$ 342.00	\$ 147.00	
Station Activation & Configuration	\$ 349.00	\$ -	\$ 244.00	\$ 105.00	
ChargePoint Assure Warranty	\$ 740.00	\$ -	\$ 518.00	\$ 222.00	
Site Validation	\$ 599.00	\$ -	\$ 419.00	\$ 180.00	
Commercial Network Software Plan	\$ 504.00	\$ -	\$ 353.00	\$ 151.00	
ChargePoint Subtotal	\$ 8,681.00	\$ 6,000.00	\$ 1,876.00	\$ 805.00	
Installation Costs	Price	Charge Up! Grant	Library 70% of Cost	OTVB 30% of Cost	
Fence & lock to prevent vandalism	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	
Unit Installation	\$ 7,500.00	\$ -	\$ 4,500.00	\$ 3,000.00	
Miscellaneous Concrete	\$ 1,500.00	\$ -	\$ 900.00	\$ 600.00	
Installation Subtotal	\$ 10,500.00	\$ -	\$ 6,900.00	\$ 3,600.00	
Total Oakdale Project	\$ 19,181.00	\$ 6,000.00	\$ 8,776.00	\$ 4,405.00	

On-Going Costs				
ChargePoint Costs	Oakdale	Modesto	Library 100% of Cost	
Commercial Network Software Plan	\$ 504.00	\$ 504.00	\$ 1,008.00	
Warranty/Maintenance Program	\$ 740.00	\$ 740.00	\$ 1,480.00	
Charging Costs (estimated)	\$ 1,950.00	\$ 2,106.00	\$ 4,056.00	
Charging Costs assumptions	(\$0.75/Hr*50 Hrs/wk*52 weeks)	(\$0.75/Hr*54 Hrs/wk*52 weeks)		
Total	\$ 3,194.00	\$ 3,350.00	\$ 6,544.00	

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
CHARGE UP! PROGRAM
FUNDING AGREEMENT

This Agreement is made and entered into this _____ 19th day of
July, 2017, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION
CONTROL DISTRICT, a unified air pollution control district formed pursuant to
California Health and Safety Code section 40150 et seq. (District), and **County of**
Stanislaus (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air
pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts
to impose fees upon certain registered motor vehicles within the district, and the
governing board of District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities
related to reduce air pollution from motor vehicles and for related planning, monitoring,
enforcement, and technical studies necessary for the implementation of the California
Clean Air Act of 1988; and

WHEREAS, District has developed other funding mechanisms in order to
provide grant monies for its incentive programs; and

WHEREAS, on June 1, 2015, District began accepting applications under
the Charge Up! Program (hereinafter referenced as the "Program") to fund the purchase
and installation of eligible electric vehicle chargers (hereinafter referenced as the "EV
charger(s)") which will assist District in meeting its air quality goals; and

WHEREAS, Participant has proposed a project that meets the eligibility
criteria of the Program and has been approved by District for funding; and

WHEREAS, Participant represents that it is willing and able to complete

1 the proposed project set forth herein within the timeframe specified in this Agreement.

2 **NOW, THEREFORE**, based on their mutual promises, covenants, and
3 conditions, the parties hereby agree as follows:

4 **1. PROJECT**

5 Participant proposes to complete its project, to purchase and install the
6 EV charger(s) as specified in Exhibit A; attached hereto and incorporated herein.

7 Participant agrees to furnish all labor, materials, equipment, licenses,
8 permits, fees, and other incidentals necessary to perform and complete, per schedule,
9 in a professional manner, the project described herein. Participant represents that
10 Participant has the expertise, match funding, and resources necessary to adequately
11 perform and complete the project specified in and in accordance with this Agreement.

12 **2. DESCRIPTION OF EQUIPMENT**

13 Funding under this Agreement shall be utilized by Participant towards the
14 purchase and installation of eligible EV charger(s) and necessary signage. At a
15 minimum, the EV chargers(s) must:

- 16 A. Be new and not considered previously owned or used;
- 17 B. Be a hard-wired or solar, self-contained;
- 18 C. Meet the SAE J1772 Standard for Level 2 EV charger(s);
- 19 D. Meet the CHAdeMO or SAE Combo standards for DC Fast Charger(s);
- 20 E. Be certified by the Occupational Safety and Health Administration (OSHA)
21 approved National Recognized Testing Laboratory (NRTL), or accredited for Electric
22 Vehicle Supply Equipment (EVSE) Testing and Certification, such as Underwriters
23 Laboratories, Inc. (UL), Intertek (ETL) or MET Laboratories, Inc.;
- 24 F. Have an open source protocol and/or an open ability for payment if
25 Participant will require end-users to pay for charging;
- 26 G. Have the capability to track usage as required in Paragraph 7; and
- 27 H. Have two separate charging ports originating from a single charger
28 pedestal to be considered a dual port charger for Level 2 EV charger(s).

1 Participant must have the EV charger(s) installed by a licensed
2 professional who is qualified to perform the proper and safe installation of the EV
3 charger(s). Participant is responsible for ensuring any and all such qualifications are
4 met by the professional performing the installation and the service performed is
5 satisfactory to Participant. The installation of the EV charger(s) must be performed in a
6 manner as to not void or adversely affect the warranty of the EV charger(s).

7 If Participant purchases and installs EV charger(s) that do not meet the
8 requirements of this Agreement and/or the installation was not performed by a qualified
9 licensed professional, District may deny the disbursement of project incentive funds.

10 **3. MAINTENANCE OF EQUIPMENT**

11 Participant is required to maintain the EV charger(s) according to
12 manufacturer specifications and keep them in operational condition for three (3)
13 consecutive years following the installation, activation and commissioning of the EV
14 charger(s). All maintenance costs shall be the responsibility of Participant. Participant
15 shall notify District within ten (10) days in writing of the EV charger(s) becoming non-
16 operational. Participant shall take all necessary actions to return the EV charger(s) to
17 operational condition within sixty (60) days of notifying District. If Participant requires an
18 extension beyond the sixty (60) days to remedy the non-operational condition of the EV
19 charger(s), Participant may submit a written request to District for an extension. If
20 deemed necessary and requested by District, Participant may be required to extend the
21 reporting period as described in Paragraph 7 and the public access period described in
22 Paragraph 4.B. for a duration equaling the length of time in which the EV charger(s)
23 remained non-operational. District shall notify Participant if such extensions will be
24 required and if so, Participant shall agree to amend the Agreement as necessary to
25 reflect the extensions.

26 **4. DESCRIPTION OF SITE**

27 Participant agrees to purchase and install EV charger(s) at the site(s) or
28 location(s) identified in Exhibit A of this Agreement. Participant must own the property

1 where the EV charger(s) will be installed, or provide written verification from the property
2 owner that installation of the EV charger(s) is allowed at the site(s) described in Exhibit
3 A. Such written verification can be an agreement or memorandum of understanding
4 between the Participant and property owner, an approval letter written and signed by
5 the property owner, or other types of written documentation as approved by the District.
6 All written documentation shall allow the installation and maintenance of the EV
7 charger(s) at the site(s) for the duration of the terms of this Agreement as described in
8 Paragraph 3. Participant must provide such documentation prior to the execution of this
9 Agreement. Participant agrees that the site(s) or location(s) where the EV charger(s)
10 will be installed will:

11 A. Be located within the boundaries of District which consists of the following
12 eight counties: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and
13 the valley portion of Kern.

14 B. Be publically accessible as follows:

15 a. For Level 2 EV chargers, be publically accessible for a minimum of 30
16 hours a week during hours that would be reasonably used by the public.

17 The site where the EV charger(s) will be installed must be available for
18 public use during times in which public parking is allowed.

19 b. For DC Fast Chargers, be publically accessible 24 hours a day and 7
20 days a week.

21 Participant shall make the EV charger(s) available for public use as described for a
22 minimum of three (3) consecutive years from the installation, activation and
23 commissioning of the EV charger(s). At a minimum, Participant must register the
24 publically accessible EV charging site(s) on the United States Department of Energy's
25 (DOE) Alternative Fuels Date Center station locator. Information for the EV charging
26 site(s) can currently be submitted to the DOE at the following:

27 http://www.afdc.energy.gov/fuels/electricity_locations.html

28 C. At a minimum, have one specified and clearly marked parking stall per

1 new EV charger installed.

2 D. Have clearly marked parking stalls with all the necessary signage as
3 defined in the latest edition of the Federal Highway Administration's Manual on Uniform
4 Traffic Control Devices.

5 E. Have proper directional signage alerting the public to the location of the
6 EV charger(s).

7 F. Be safely and easily accessible and maintained with adequate lighting that
8 allows for safe ingress and egress for the duration of the reporting period specified in
9 Paragraph 7.

10 If, after the execution date of the Agreement, Participant intends to install
11 the EV charger(s) at a site or location other than as described in Exhibit A, Participant
12 must notify District in writing of such intentions prior to installing the EV charger(s). Upon
13 receipt of notification, District will re-evaluate Participant's new site to ensure it meets
14 Program eligibility criteria. Participant must receive written approval from District
15 allowing the EV charger(s) to be installed at a site address or location other than that
16 described Exhibit A to be eligible to receive incentive funding under this Agreement. If
17 Participant installs the EV charger(s) at a site or location that does not meet the
18 requirements of this Agreement, District may deny the disbursement of project incentive
19 funds.

20 **5. PERIOD OF PERFORMANCE/TIMETABLE**

21 The entire proposed project must be completed within one (1) year of
22 Agreement execution. No Agreement extensions will be granted without reasonable
23 justification and written approval from District. Participant shall complete the project in
24 its entirety by the preceding timeframe, unless this Agreement is terminated sooner as
25 provided for elsewhere in this Agreement. Participant is responsible for and must
26 comply with meeting and obtaining all local, state, and/or federal permitting, licensing,
27 inspection, and/or certifying requirements necessary to complete the project.

28 ///

1 **6. COMPENSATION**

2 The total obligation of District under this Agreement shall not exceed **Six**
3 **Thousand dollars (\$6,000.00)**. In addition, District reimbursement funding caps per EV
4 charger are:

- 5 A. Five-thousand dollars (\$5,000.00) per Level 2 Single Port EV charger;
- 6 B. Six-thousand dollars (\$6,000.00) per Level 2 Dual Port EV charger;
- 7 C. Twenty-five-thousand dollars (\$25,000) per DC Fast Charger, not to
8 exceed 70% of total cost.

9 Participant shall obtain through other sources sufficient additional monies
10 to fund the total cost of the project. Satisfactory written evidence of such funding
11 commitments shall be provided to District upon request prior to the release by District
12 of any funds under this Agreement. In the event funding from other sources for the total
13 cost of the project is not received by Participant, District reserves the right to terminate
14 or re-negotiate this Agreement. In that event, if requested by District, Participant shall
15 return any District funds provided for Participant's project.

16 D. **Payments:** Advance payments and progress payments shall not be
17 permitted. Payments will be permitted only at which time Participant's project has been
18 satisfactorily completed in its entirety, and only for eligible costs as described in
19 Paragraph 6.E and not to exceed the amounts specified in Exhibit A for each EV charger
20 or funding caps specified in Paragraph 6.A-C, whichever is less. District shall reimburse
21 Participant after receipt and verification of a properly supported financial claim and, if
22 necessary, inspection by District staff, which includes the following:

- 23 1) Charge Up! Program Claim for Payment Form, to be provided to
24 Participant by District after Agreement execution. The Form must
25 be filled in completely and be signed by the contract signing
26 authority.
- 27 2) Documentation that supports completion of work: Supporting
28 documentation may include, but is not limited to, copies of invoices,

1 checks, and receipts for work completed that is specific to the
2 project. Other forms of supporting documentation may be accepted
3 as deemed appropriate by District.

4 3) Photographs of the new EV charger(s). Photographs should be
5 clear and legible and must include at a minimum:

- 6 a. A view of the entire new EV charger(s);
- 7 b. A close-up of the serial number of each new EV
8 charger;
- 9 c. A view of the EV charger parking slot(s) and signage.

10 Claims and all supporting documentation, including photographs, shall be
11 submitted to District via one of the following methods:

12 1) For claims that will be submitted via mail or hand-delivery,
13 Participant must submit them to the following address:

14 San Joaquin Valley Air Pollution Control District
15 Attention: Incentives Program
16 1990 East Gettysburg Avenue
17 Fresno, California 93726-0244

18 2) For claims that will be submitted via email, Participant must submit
19 them to the following address:

20 weberip@valleyair.org with the Agreement Number identified in the
21 subject line.

22 District will issue payment to Participant upon receipt of proper
23 documentation and verification that Participant has satisfactorily completed the work for
24 which compensation is sought.

25 Any other expenses incurred by Participant for this project (whether
26 eligible or ineligible) which exceed the maximum funding amount identified in Paragraph
27 6 or the maximum funding amount per EV charger identified in Exhibit A are the
28 responsibility of Participant. Participant shall make payment of such expenses as

1 necessary to ensure the completion of the project in accordance to the timeframe
2 specified in Paragraph 5 of this Agreement.

3 Concurrently with the submission of any claim for payment, Participant
4 shall certify (through copies of invoices issued, checks, receipts, and the like) that
5 complete payment has been made to any and all subcontractor(s) as provided.

6 E. **Eligible Costs:** Eligible costs include the purchase and installation of the
7 EV charger(s), including contractor fees for the installation of the EV charger(s), and
8 only for eligible costs that are incurred on or after the execution date of this Agreement.
9 Costs associated with EV charger signing and parking identification, including wheel
10 stops, road paint and the like are eligible. EV charger technologies (such as smart
11 charging technology) are eligible; however, monthly, annual and/or other subscription
12 costs are not eligible costs. Permitting fees, inspection fees, planning fees and other
13 fees for local, state, and/or federal codes, permitting, and/or inspection requirements
14 are not eligible. Building upgrades beyond what is necessary for EV charger installation
15 are not eligible. Funds may not be used to meet Americans with Disabilities Act (ADA)
16 requirements. District reserves the right to determine the eligibility of any costs not
17 specified above.

18 F. **Surplus Funds:** Any compensation, which is not expended by Participant
19 pursuant to the terms and conditions of this Agreement by the project completion date,
20 shall automatically revert to District. Only expenditures incurred by Participant on or
21 after the execution date of this Agreement and in the direct performance of this
22 Agreement will be reimbursed by District.

23 G. **Closeout Period:** Participant shall submit all final claims within sixty (60)
24 days following the timeframe specified in Paragraph 5 of this Agreement. No action will
25 be taken by District on claims submitted beyond the 60-day closeout period without
26 reasonable justification and written approval from District.

27 7. REPORTING REQUIREMENTS

28 Participant shall perform the following reporting requirements:

1 A. **Annual Reports:** Participant is required to complete and submit annual
2 reports to District for each site location identified in Exhibit A for three (3) subsequent
3 years, commencing approximately one year following the installation, activation and
4 commissioning of the of each EV charger(s). The annual report shall detail the project's
5 viability and include any other pertinent information requested on the annual report.
6 Participant will be required to report usage on the EV charger(s) which may include
7 annual information for the following: number of charge sessions, total charge time, and
8 average charge time or duration per use. An Annual Report Form shall be provided by
9 District to Participant approximately one month prior to the due date of the annual report.

10 **8. NON-ALLOCATION OF FUNDS**

11 The terms of this Agreement are contingent on the approval and receipt
12 of funds by the appropriating government agency. Should sufficient funds not be
13 allocated, District shall promptly notify Participant and Participant shall not be obligated
14 to continue providing services until sufficient funds have been obtained by District. The
15 scope of the project may be modified or this Agreement terminated at any time by either
16 party after District provides Participant notice of insufficient funds. Following such
17 notice, either party may terminate this Agreement after first providing the other party
18 thirty (30) days' prior written notice of such termination.

19 **9. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties, and obligations assumed by
21 Participant under this Agreement, it is mutually understood and agreed that Participant,
22 including any and all of Participant's officers, agents, and employees, will at all times be
23 acting and performing as an independent contractor and shall act in an independent
24 capacity and not as an officer, agent, servant, employee, joint venture, partner, or
25 associate of District. Furthermore, District shall have no right to control or supervise or
26 direct the manner or method by which Participant shall perform its work and function.
27 However, District shall retain the right to administer this Agreement so as to verify that
28 Participant is performing its obligations in accordance with the terms and conditions

1 thereof. Participant and District shall comply with all applicable provisions of law and
2 the rules and regulations, if any, of governmental authorities having jurisdiction over
3 matters the subject thereof.

4 Because of its status as an independent contractor, Participant shall have
5 absolutely no right to employment rights and benefits available to District employees.
6 Participant shall be solely liable and responsible for providing to, or on behalf of, itself
7 all legally required employee benefits. In addition, Participant shall be solely responsible
8 and save District harmless from all matters relating to payment of Participant's
9 employees, including compliance with social security, withholding, and all other
10 regulations governing such matters. It is acknowledged that during the term of this
11 Agreement, Participant may be providing services to others unrelated to District or to
12 this Agreement.

13 **10. SUBCONTRACTOR**

14 Agreements between Participant and a third party (subcontractor) for
15 services or products to carry out the terms of this Agreement that will be reimbursed
16 through this Agreement shall be performed in accordance to the requirements and
17 provisions of this Agreement. It is the responsibility of Participant to require any and all
18 subcontractors to perform all necessary actions to ensure the completion of the project
19 in accordance to this Agreement.

20 **11. TERMINATION**

21 A. **Breach of Agreement:** District may immediately suspend or terminate
22 this Agreement, in whole or in part, where in the determination of District there is:

- 23 1) An illegal or improper use of funds;
- 24 2) A failure to comply with any term of this Agreement;
- 25 3) A substantially incorrect or incomplete report submitted to District;
- 26 or
- 27 4) Improperly performed services and/or improperly completed
28 project.

1 In no event shall any payment by District constitute a waiver by District of
2 any breach of this Agreement or any default, which may then exist on the part of
3 Participant. Neither shall such payment impair or prejudice any remedy available to
4 District with respect to the breach or default. District shall have the right to demand of
5 Participant the repayment to District of any and all funds disbursed to Participant under
6 this Agreement which in the judgment of District were not expended in accordance with
7 the terms of this Agreement. Participant shall promptly refund any such funds upon
8 demand.

9 In addition to immediate suspension or termination, District may impose
10 any other remedies available at law, in equity, or otherwise specified in this Agreement.

11 B. **Without Cause:** Either party may terminate this Agreement at any time
12 upon giving the other party at least thirty (30) days' advance written notice of intention
13 to terminate. District shall have the right to demand the repayment of a portion of or all
14 funds paid to Participant should termination of the Agreement result in an incomplete
15 project that does not satisfactorily meet the criteria in which funding was awarded to the
16 project. District has the sole discretion to review and assess the project completeness
17 in relation to the funding criteria utilized to evaluate the project and make such
18 determinations for repayment and/or payment. In such cases, Participant may, subject
19 to Paragraph 3, still be eligible to be paid the reasonable value of services satisfactorily
20 rendered and actual, reasonable costs incurred up to the time of the termination, as
21 determined by District. Upon such termination, all the work produced by Participant shall
22 be promptly delivered to District.

23 **12. MODIFICATION**

24 Any matters of this Agreement may be modified from time to time by the
25 written consent of all the parties without in any way affecting the remainder. With the
26 exception of modifications or amendments which do not affect costs or payments under
27 this Agreement, Participant understands that District Governing Board approval may be
28 required.

1 **13. NON-ASSIGNMENT**

2 Neither party shall assign, transfer, or subcontract this Agreement, nor
3 their rights or duties under this Agreement, without the prior express, written consent of
4 the other party.

5 **14. INDEMNIFICATION**

6 Participant agrees to indemnify, save, hold harmless, and at District's
7 request, defend District, its boards, committees, representatives, officers, agents, and
8 employees from and against any and all costs and expenses (including reasonable
9 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
10 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
11 property damage) which arise or are alleged to arise directly or indirectly from any act
12 or omission of Participant, its officers, agents, subcontractors, or employees in the
13 performance of this Agreement or out of the operations conducted by the Participant.

14 **15. INSURANCE**

15 A. Without limiting District's right to obtain indemnification from Participant or
16 any third parties, Participant, at its sole expense, shall maintain in full force and effect
17 the following insurance policies throughout the term of this Agreement:

18 1) Commercial general liability insurance with minimum limits of
19 coverage in the amount of Two Million Dollars (\$2,000,000) per
20 occurrence;

21 B. Such insurance policies shall name District, its officers, agents, and
22 employees, individually and collectively, as additional insureds. Such coverage for
23 additional insured shall apply as primary insurance and any other insurance, or self-
24 insurance, maintained by District, its officers, agents, and employees, shall be excess
25 only and not contributing with insurance provided under Participant's policies herein.
26 This insurance shall not be canceled or changed without a minimum of thirty (30) days'
27 advance, written notice given to District.

28 C. Prior to the commencement of performing its obligations under this

1 Agreement, Participant shall provide certifications of insurance and additional insured
2 endorsements on the foregoing policy, as required herein, to District, stating that such
3 insurance coverages have been obtained and are in full force; that District, its officers,
4 agents, and employees will not be responsible for any premiums on the policy. This
5 insurance shall not be canceled or changed without a minimum of thirty (30) days'
6 advance, written notice given to District.

7 D. In the event Participant fails to keep in effect at all times insurance
8 coverage as herein provide, District may, in addition to other remedies it may have,
9 suspend or terminate this Agreement upon the occurrence of such event.

10 E. If Participant is a government entity, then it may self-insure such of those
11 risks identified in Paragraph 15.A.1 of this Agreement, provided, however, that:

12 1) Such self-insurance plans shall be reasonably satisfactory to
13 District; and

14 2) All those provisions identified in Subparagraph 15.C of this
15 Agreement concerning the relationship of Participant's primary and
16 District's excess insurance to each other, the requirement of
17 Participant delivering a certificate of insurance and additional
18 insured endorsement or other suitable evidence to District, and the
19 cancellation/change of insurance requirements shall apply to such
20 self-insurance plans.

21 **16. AUDITS AND INSPECTIONS**

22 Participant shall at any time during regular business hours, and as often
23 as District may deem necessary, make available to District for examination all of its
24 records and data with respect to the matters covered in this Agreement. Participant
25 shall, upon request by District, permit District to audit and inspect all such records and
26 data necessary to ensure Participant's compliance with the terms of this Agreement.

27 District shall provide Participant notice of any negative audit findings and
28 allow at least thirty (30) days to respond to and cure any such issues. If, after the audit

1 cure period expires, District makes a determination that funds provided to Participant
2 pursuant to this Agreement were not spent in conformance with this Agreement or any
3 other applicable provisions of law, District shall present any ongoing issues to
4 Participant's representative and the parties shall personally discuss measures to
5 resolve the situation. Following the meeting between Participant and District, if based
6 on District's reasonable determination that the problems have not been resolved,
7 Participant agrees to immediately reimburse District all funds determined to have been
8 expended not in conformance with said provisions.

9 Participant shall retain all records and data for activities performed under
10 this Agreement for at least three (3) years from the date of final payment under this
11 Agreement or until all state and federal audits are completed for that fiscal year,
12 whichever is later.

13 If this Agreement exceeds Ten Thousand Dollars (\$10,000), Participant
14 shall be subject to the examination and audit of the auditor general for a period of three
15 (3) years after final payment under contract (California Government Code § 8546.7).

16 **17. NOTICES**

17 The persons and their addresses having authority to give and receive
18 notices under this Agreement are as follows:

19	PARTICIPANT	DISTRICT
20	Diane McDonnell	Seyed Sadredin
21	County Librarian/Librarian Director	Executive Director/APCO
22	County of Stanislaus	San Joaquin Valley Unified APCD
23	1500 I St.	1990 East Gettysburg Avenue
24	Modesto, CA 95354	Fresno, CA 93726

25 Any and all notices between District and Participant provided for or
26 permitted under this Agreement or by law shall be in writing and shall be deemed duly
27 served when personally delivered to one of the parties, or in lieu of such personal
28 service, when deposited in the United States mail, postage prepared, addressed to such

1 party.

2 **18. POLITICAL ACTIVITY PROHIBITED**

3 None of the funds, materials, property, or services provided under this
4 Agreement shall be used for any political activity, or to further the election or defeat of
5 any candidate for public office contrary to federal or state laws, statutes, regulations,
6 rules, or guidelines.

7 **19. LOBBYING PROHIBITED**

8 None of the funds provided under this Agreement shall be used for
9 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
10 before the Congress of the United States of America or the Legislature of the State of
11 California.

12 **20. CONFLICT OF INTEREST**

13 No officer, employee, or agent of District who exercises any function or
14 responsibility for planning and carrying out the services provided under this Agreement
15 shall have any direct or indirect personal financial interest in this Agreement. Participant
16 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
17 which shall be applicable to all parties and beneficiaries under this Agreement and any
18 officer, agent, or employee of District.

19 **21. GOVERNING LAW**

20 This Agreement shall be governed in all respects by the laws of the State
21 of California. Venue for any action arising out of this Agreement shall only be in Fresno
22 County, California.

23 **22. COMPLIANCE WITH LAWS**

24 Participant shall comply will all federal, state and/or local laws, statutes,
25 regulations, rules, and guidelines which apply to its performance under this Agreement,
26 including California driving eligibility and financial liability laws.

27 **23. BINDING ON SUCCESSORS**

28 This Agreement, including all covenants and conditions contained herein,

1 shall be binding upon and inure to the benefit of the parties, including their respective
2 successors-in-interest, assigns, and legal representatives.

3 **24. TIME IS OF THE ESSENCE**

4 It is understood that for Participant's performance under this Agreement,
5 time is of the essence. The parties reasonably anticipate that Participant will, to the
6 reasonable satisfaction of District, complete all activities provided herein within the time
7 schedule outlined in this Agreement, provided that Participant is not caused
8 unreasonable delay in such performance.

9 **25. DATA OWNERSHIP**

10 Upon termination or expiration of this Agreement, all data which is
11 received, collected, produced, or developed by Participant under this Agreement shall
12 become the exclusive property of Participant, provided, however, that District shall be
13 allowed to receive, a copy of any non-confidential data received, collected, produced,
14 or developed by Participant under this Agreement subject to Participant's exclusive
15 ownership rights stated herein. Accordingly, Participant shall, if requested, provide
16 copies to District all such data which is in its possession (including its sub-contractors
17 or agents), without any reservation of right, not otherwise enumerated herein.

18 District shall have the right at reasonable times during the term of this Agreement to
19 inspect and reproduce any data received, collected, produced, or developed by
20 Participant under this Agreement.

21 **26. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District and Participant, and no other person, firm,
25 corporation, or entity shall be deemed an intended third-party beneficiary of this
26 Agreement. Participant shall promptly notify District of the occurrence of the following:

- 27 A. A change of address;
28 B. A change in business name or ownership.

1 Participant shall not change or reorganize the type of business entity
2 which does business expect upon prior written notification to District.

3 **27. SEVERABILITY**

4 In the event that any one or more of the provisions contained in this
5 Agreement shall for any reason be held to be unenforceable in any respect by a court
6 of competent jurisdiction, such holding shall not affect any other provisions of this
7 Agreement, and the Agreement shall then be construed as if such unenforceable
8 provisions are not a part hereof.

9 **28. ENTIRE AGREEMENT**

10 This Agreement constitutes the entire agreement between Participant and
11 District with respect to the subject matter hereof and supersedes all previous
12 negotiations, proposals, commitments, writings, advertisements, publications, and
13 understandings of any nature whatsoever unless expressly included in this Agreement.

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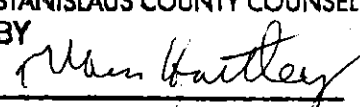
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed
2 as of the day and year first hereinabove written.

3
4 **PARTICIPANT**
5 **County of Stanislaus**
6
7 
8 Diane McDonnell
9 County Librarian/Librarian Director


DISTRICT
San Joaquin Valley Unified Air
Pollution Control District

for Seyed Sadredin
Executive Director/APCO

10 APPROVED AS TO FORM:
11 STANISLAUS COUNTY COUNSEL
12 BY 
13 DATE: March 16, 2018

Recommended for approval:
Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District


Annette Ballatore-Williamson
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution
Control District


Mehri Barati, C.P.A.
Director of Administrative Services

22 **Participant Business Entity:**

For accounting use only:

24 Tax ID Number: _____

Program: # 282

Account No.: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MODESTO
AND COUNTY OF STANISLAUS
FOR PROJECT IMPLEMENTATION OF PLUG –IN
ELECTRIC VEHICLE CHARGING STATION PILOT PROGRAM**

This Memorandum of Understanding (“MOU”) is made and entered into this 3rd day of November, 2017 by and between the County Of Stanislaus (“COUNTY”), a political subdivision of the state of California, and the City of Modesto (“CITY”), a municipal corporation.

WHEREAS, the CITY maintains and operates a parking lot located on the H Street side of the Library between 15th and 16th Streets, which abuts the Stanislaus County Library located at 1500 I Street in Modesto; and

WHEREAS, the COUNTY desires to implement a project (hereinafter “Project”) to create parking spaces that have electric charging stations exclusively for Plug-In Electric Vehicles (“PEV”); and

WHEREAS, the COUNTY is applying for a grant through the California Energy Commission to purchase and pay for installation of the above PEV charging stations on public entity parking lots, in order to encourage and facilitate the public’s purchase of PEVs.

NOW, THEREFORE, in consideration of these recitals and the mutual promises set forth below, COUNTY and CITY agree as set forth below.

1. SCOPE OF WORK

1.1 COUNTY shall purchase and operate, and obtain appropriate licensed mechanical and/or electrical contractor(s) and contract for the installation of 1 Dual Port PEV charging stations in parking spaces on CITY’s parking lot abutting the Stanislaus County Library, as set forth in Exhibit “A” attached hereto and incorporated herein by reference. COUNTY’s purpose is to provide parking for Library patrons who drive PEVs and desire to charge their vehicles at the Library.

1.2 The specific locations of the spaces are to be determined by the parties. The CITY provides a gratuitous renewable license, irrevocable for the first five years after installation of the PEV chargers and public use of the spaces begins (“completion of the project”), for COUNTY to install and operate the PEV charging stations. The CITY is in agreement with the COUNTY’s desire to install a vehicle charging station in two of

parking spaces in the CITY owned parking lot located on the H Street side of the Library between 15th and 16th Streets.

1.3 All documents, drawings and written work product prepared or produced by the COUNTY or its contractor(s) under this MOU, including without limitation electronic data files, are the property of the contractor; provided, however, COUNTY and CITY shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes with the permission of the contractor, which permission shall not unreasonably be withheld. If any such work is copyrightable, the contractor may copyright the same, except that, as to any work which is copyrighted by the contractor, the COUNTY reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work to be performed by the County or their contractor(s) under this MOU will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions.

1.5 COUNTY shall obtain any permits required by CITY for installation, operation, and maintenance of the PEV stations.

1.6 The COUNTY will obtain the proper permits from the CITY to install, maintain and operate PEV charger.

2. TERM

2.1 The term of this MOU shall commence as of the date of the last Signature on this MOU until terminated as provided herein. The term shall continue for a minimum of five (5) years from completion of the project.

2.2 The parties may renew this MOU for additional terms to be agreed on but which shall be no less than one year in duration.

2.3 If either party desires to terminate this MOU five (5) years from completion of the project, the terminating party shall provide written notice of termination. The COUNTY shall remove the PEV chargers and all related equipment within thirty (30) days of the termination and COUNTY shall restore the CITY's parking surfaces and property to pre-Project condition.

3. MAINTENANCE

3.1 COUNTY shall at its expense keep and maintain the chargers, wiring, accessories, signage, and any surface markings, in good condition and in safe operating order. COUNTY shall promptly make all repairs and replacements that may become necessary and will respond for repair on all days the Library is in operation, or

immediately if safety requires. CITY shall ensure the parking surface is in good repair and no obstructions prevent use of the spaces by Library patrons.

3.2 Each party shall designate a Project Manager, who shall be responsible for project implementation and operation, and be the point-of-contact for the other party pursuant to Section 4 of this MOU, below.

3.3 COUNTY shall be responsible for registering the PEV charging site with the United States Department of Energy's Alternative Fuels Data Center station location program.

3.4 COUNTY shall install the PEV charging station on a dedicated electrical meter and COUNTY shall be responsible for any and all fees associated with the electricity necessary to operate the PEV charging station.

3.5 COUNTY shall be responsible for the collection of any fees or charges associated with use of the PEV charging station.

4. NOTICE

4.1 Any notice, demand, or other correspondence that either party may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

TO CITY:

Stanislaus County Library Attn: Diane McDonnell 1500 I Street Modesto, CA 95354	City of Modesto Attn: Patricia Morrison P.O. Box 642 Modesto, CA 95353
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4.2 Either party may change the Project Manager's address to which subsequent notices and other communications can be sent, by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

5. INDEMNIFICATION

5.1 COUNTY shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments, or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and

expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of COUNTY, or its agents, officers, employees, or volunteers relating to or during the performance of COUNTY'S obligations under this Agreement.

5.2 CITY shall hold the COUNTY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments, or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of CITY, or its agents, officers, employees, or volunteers relating to or during the performance of CITY'S obligations under this Agreement.

6. INSURANCE

The parties agree to carry or obtain such insurance or self-insured coverage, and provide each other proof of coverage, as is set forth in Exhibit "B" attached hereto and incorporated herein by reference.

7. STATUS OF PARTIES

All acts of COUNTY and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of COUNTY relating to the performance of this MOU, shall be performed as independent contractors and not as agents, officers or employees of CITY. All acts of CITY and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of CITY relating to the performance of this MOU, shall be performed as independent contractors and not as agents, officers or employees of COUNTY. COUNTY, by virtue of this MOU, has no authority to bind or incur any obligation on behalf of CITY, and CITY, by virtue of this MOU, has no authority to bind or incur any obligation on behalf of COUNTY. Neither COUNTY nor CITY has authority or responsibility to exercise any rights or power vested in the other. No agent, officer or employee of the COUNTY is to be considered an employee of CITY, and no agent, officer or employee of the CITY is to be considered an employee of COUNTY. It is understood by both CITY and COUNTY that this MOU shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8. NONDISCRIMINATION

During the performance of this MOU, the parties, their officers, employees, agents, representatives or contractors, shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, contractor or bidder, or person receiving services under this MOU, because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political

affiliation, sex or sexual orientation. CITY and COUNTY and their officers, employees, agents, representatives and contractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

9. SEVERABILITY

If any portion of this MOU or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this MOU or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this MOU are severable.

10. AMENDMENT

This MOU may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this MOU and attached to the original MOU to maintain continuity.

11. ENTIRE AGREEMENT

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12. ADVICE OF ATTORNEY

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against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this MOU.

14. GOVERNING LAW AND VENUE

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15. DUPLICATE COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES ARE SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed as the last day and year written below.

COUNTY OF STANISLAUS, a political subdivision of the State of California

CITY OF MODESTO, a charter municipal corporation

APPROVED:
County of Stanislaus
Chief Executive Officer

APPROVED:
City of Modesto
Interim City Manager

By:  Date: 11.20.17
Deputy

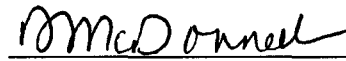
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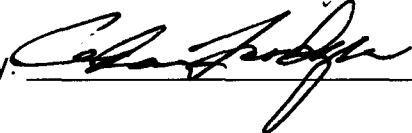
APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Stanislaus County Free Library

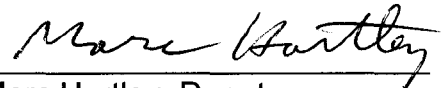
ADAM U. LINDGREN, City Attorney


Diane McDonnell,
Library Director

Date: 11/17/17 By: 

APPROVED AS TO FORM:

JOHN P. DOERING, County Counsel

By: 
Marc Hartley, Deputy

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF OAKDALE
AND COUNTY OF STANISLAUS
FOR PROJECT IMPLEMENTATION OF PLUG -IN
ELECTRIC VEHICLE CHARGING STATION PILOT PROGRAM**

This Memorandum of Understanding ("MOU") is made and entered into this 17th day of November, 2017 by and between the County Of Stanislaus ("COUNTY"), a political subdivision of the state of California, and the City of Oakdale ("CITY"), a municipal corporation.

WHEREAS, the CITY maintains and operates a parking lot located on S. 1st Avenue between the Gene Bianchi Community Center and Stanislaus County Oakdale Library located at 151 S. 1st Ave in Oakdale; and

WHEREAS, the COUNTY desires to implement a project (hereinafter "Project") to create parking spaces that have electric charging stations exclusively for Plug-In Electric Vehicles ("PEV"); and

WHEREAS, the COUNTY is applying for a grant through the California Energy Commission to purchase and pay for installation of the above PEV charging stations on public entity parking lots, in order to encourage and facilitate the public's purchase of PEVs.

NOW, THEREFORE, in consideration of these recitals and the mutual promises set forth below, COUNTY and CITY agree as set forth below.

1. SCOPE OF WORK

1.1 COUNTY shall purchase and operate, and obtain appropriate licensed mechanical and/or electrical contractor(s) and contract for the installation of 1 Dual Port PEV charging stations in parking spaces on CITY's parking lot abutting the Stanislaus County Library, as set forth in Exhibit "A" attached hereto and incorporated herein by reference. COUNTY's purpose is to provide parking for Library patrons who drive PEVs and desire to charge their vehicles at the Library.

1.2 The specific locations of the spaces are to be determined by the parties. The CITY provides a gratuitous renewable license, irrevocable for the first five years after installation of the PEV chargers and public use of the spaces begins ("completion of the project"), for COUNTY to install and operate the PEV charging stations. The CITY is in agreement with the COUNTY's desire to install a vehicle charging station in two of the parking spaces in the CITY owned parking lot located on S. 1st Avenue between the Gene Bianchi Community Center and Stanislaus County Oakdale Library located at 151 S. 1st Ave in Oakdale.

1.3 All documents, drawings and written work product prepared or produced by the COUNTY or its contractor(s) under this MOU, including without limitation electronic data files, are the property of the contractor; provided, however, COUNTY and CITY shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes with the permission of the contractor, which permission shall not unreasonably be withheld. If any such work is copyrightable, the contractor may copyright the same, except that, as to any work which is copyrighted by the contractor, the COUNTY reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work to be performed by the County or their contractor(s) under this MOU will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions.

1.5 COUNTY shall obtain any permits required by CITY for installation, operation, and maintenance of the PEV stations.

1.6 Approval by the signatories to this MOU shall constitute proof that CITY has granted permission for COUNTY to install, maintain, and operate the PEV charger on CITY's real property.

2. TERM

2.1 The term of this MOU shall commence as of the date of the last signature on this MOU until terminated as provided herein. The term shall continue for a minimum of five (5) years from completion of the project.

2.2 The parties may renew this MOU for additional terms to be agreed on but which shall be no less than one year in duration.

3. MAINTENANCE

3.1 COUNTY shall at its expense keep and maintain the chargers, wiring, accessories, signage, and any surface markings, in good condition and in safe operating order. COUNTY shall promptly make all repairs and replacements that may become necessary and will respond for repair on all days the Library is in operation, or immediately if safety requires. CITY shall ensure the parking surface is in good repair and no obstructions prevent use of the spaces by Library patrons.

3.2 Each party shall designate a Project Manager, who shall be responsible for project implementation and operation, and be the point-of-contact for the other party pursuant to Section 4 of this MOU, below.

3.3 COUNTY shall be responsible for registering the PEV charging site with the United States Department of Energy's Alternative Fuels Data Center station location program.

4. NOTICE

4.1 Any notice, demand, or other correspondence that either party may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

TO CITY:

Stanislaus County Library Attn: Diane McDonnell 1500 I St Modesto, CA 95354	City of Oakdale Attn: Bryan Whitemyer 280 N. Third Ave Oakdale, CA 95361
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4.2 Either party may change the Project Manager's address to which subsequent notices and other communications can be sent, by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

5. INDEMNIFICATION

5.1 CITY shall indemnify, hold harmless and defend COUNTY, its officers, agents, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, provided that such claims, damages, losses, judgments, liabilities, expenses and costs arising out of the performance of this MOU with CITY, its officers, agents, or employees were caused solely by the negligence or willful misconduct of CITY, its officers, agents, or employees.

5.2 COUNTY shall and indemnify, hold harmless and defend CITY, its officers, agents, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees that arise from the negligent acts or omissions of COUNTY pertaining to the performance of this MOU or operation of the project.

6. INSURANCE

The parties agree to carry or obtain such insurance or self-insured coverage, and

provide each other proof of coverage, as is set forth in Exhibit "B" attached hereto and incorporated herein by reference.

7. STATUS OF PARTIES

All acts of COUNTY and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of COUNTY relating to the performance of this MOU, shall be performed as independent contractors and not as agents, officers or employees of CITY. All acts of CITY and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of CITY relating to the performance of this MOU, shall be performed as independent contractors and not as agents, officers or employees of COUNTY. COUNTY, by virtue of this MOU, has no authority to bind or incur any obligation on behalf of CITY, and CITY, by virtue of this MOU, has no authority to bind or incur any obligation on behalf of COUNTY. Neither COUNTY nor CITY has authority or responsibility to exercise any rights or power vested in the other. No agent, officer or employee of the COUNTY is to be considered an employee of CITY, and no agent, officer or employee of the CITY is to be considered an employee of COUNTY. It is understood by both CITY and COUNTY that this MOU shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8. NONDISCRIMINATION

During the performance of this MOU, the parties, their officers, employees, agents, representatives or contractors, shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, contractor or bidder, or person receiving services under this MOU, because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. CITY and COUNTY and their officers, employees, agents, representatives and contractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

9. SEVERABILITY

If any portion of this MOU or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this MOU or the application thereof shall not be invalidated

thereby and shall remain in full force and effect to the extent that the provisions of this MOU are severable.

10. AMENDMENT

This MOU may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this MOU and attached to the original MOU to maintain continuity.

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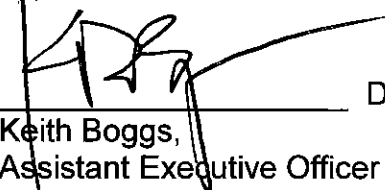
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**COUNTY OF STANISLAUS, a political
subdivision of the State of California**

**CITY OF OAKDALE, a charter
municipal corporation**

APPROVED:
County of Stanislaus

APPROVED:
City of Oakdale

By: 
Keith Boggs,
Assistant Executive Officer

Date: 12-7-17

By: 
Bryan Whitemyer,
City Manager

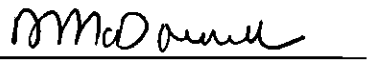
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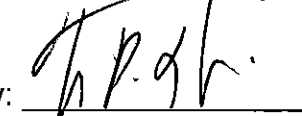
APPROVED AS TO FORM:

Stanislaus County Library

TOM HALLINAN, City Attorney

By: 
Diane McDonnell,
Library Director

Date: 12/4/17

By: 

Date: 11/26/17

APPROVED AS TO FORM:

JOHN P. DOERING, County Counsel

By: 
Marc Hartley, Deputy

Date: 12-6-17

Attachments:

Exhibit A – Location of charging station in Oakdale library parking lot

Exhibit A
Location of Charging Stations

