

AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Brooke A. Levin
Interim Director
Public Works Agency

SUBJECT: Electric Vehicle Memorandum of
Understanding

DATE: August 13, 2103

City Administrator
Approval



Date

9/11/13

COUNCIL DISTRICT: City-Wide

RECOMMENDATION

Staff recommends that the City Council authorize the City Administrator or her Designee to: 1) accept and appropriate grant funds in an amount not to exceed Eighty-Seven Thousand Dollars (\$87,000) from the Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) through the Metropolitan Transportation Commission (MTC), for the purchase of three (3) electric vehicles and charging stations for the direct benefit of the City of Oakland; 2) authorize the execution of a Memorandum of Understanding (MOU) with the County of Alameda and other collaborative Bay Area jurisdictions which comprise the Bay Area Climate Collaborative (BACC) for continued participation in a Federally-funded grant initiative designed to facilitate each jurisdiction's purchase of electric vehicles and charging stations; 3) authorize the City Administrator or her Designee to enter into one or more purchase agreement(s) with one or more select vendors identified in direct relationship to the execution of the aforementioned MOU as a means by which to purchase said vehicles, charging equipment, and installation of charging equipment, and 4) waive the Competitive Request for Proposals/Qualifications (RFP/Q) Process, the advertising and bidding requirements, and Local and Small Local Business Enterprise Program (L/SLBE) Provisions associated with the proposed MOU and the purchase and placement of electric vehicles, charging stations and related equipment and services.

EXECUTIVE SUMMARY

In recent years, the City of Oakland, along with eight (8) other neighboring jurisdictions, formed the Bay Area Climate Collaborative (BACC). Subsequent to the formulation of this collaborative, the BACC group collectively submitted and received notice of a grant award

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totaling \$2.808 million for the Federally subsidized Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAW) through the Metropolitan Transportation Commission (MTC). The grant funds were allocated to facilitate the purchase of electric vehicles, including light-passenger sedans and cargo vans ("electric vehicles"), as well as the purchase and installation of electric vehicle charging stations. In relation to the vehicles, grants were available only to cover the cost of the charging stations and the incremental cost of electric vehicles over conventional ones. The City of Oakland chose to apply for only three sedans and three charging stations based on its available matching funds to purchase the basic vehicles.

OUTCOME

Adoption of the proposed resolution will authorize the City Administrator or her designee to enter into a MOU with Alameda County and other Bay Area jurisdictions for continued participation in a grant-funded project designed to purchase electric vehicles and charging stations and install related equipment. (See *Attachment A, Proposed Memorandum of Understanding* and *Attachment B, Google Maps of Proposed Electric Vehicle Charging Locations; both attached herewith*). The following environmental and cost-saving benefits will be realized through adoption of the proposed resolution:

- The City of Oakland recognizes that by improving the energy efficiency of its fleet, long-term savings may be realized;
- The City of Oakland will increase its role in improving air quality and reducing greenhouse gas emissions by adopting policies and practices that diminish City fleet emissions;
- This project will help to reduce pollution in the four Bay Area counties. Recent Federal studies found that current levels of air pollution could cause hundreds of additional cases of cancer for every million residents;
- The purchase of the three (3) new battery electric vehicles to replace three existing City of Oakland internal combustion engine vehicles will assist in minimizing the City's ongoing automobile servicing costs associated with combustible engine vehicles;
- The City of Oakland's purchase and installation of electric vehicle support equipment (charging stations) will assist our jurisdiction in achieving stated and Federally-mandated environmental safety protocols and recommendations;
- Use of supplemental revenue (grant funds) to offset the incremental cost of electric vehicle purchases versus similar, internal combustion vehicles, will result in cost savings to our jurisdiction;

- Purchase of the new battery electric vehicles, equipment and charging stations will result in an overall reduction in fuel and maintenance costs over the life-cycle of the vehicles' use, as well as a reduction environmental impact by using zero emissions vehicles.

BACKGROUND/LEGISLATIVE HISTORY

The City of Oakland, in collaboration with other local governmental agencies from throughout the greater San Francisco Bay Area, formed the Bay Area Climate Collaborative (BACC), and collectively submitted and received notice of a grant award totaling \$2.808 million for the Federally subsidized STP and/or CMAW through the MTC. The grants were available only to cover the cost of the charging stations and the incremental cost of electric vehicles over conventional ones. The City of Oakland chose to apply for only three sedans and three charging stations based on its available matching funds to purchase the basic vehicles. The grant funds were allocated to facilitate each respective agency's purchase of electric vehicles, including light-passenger sedans and cargo vans, as well as the purchase and installation of electric vehicle charging stations.

The complete BACC collaborative is comprised of the following agencies, with Alameda County serving as the lead implementing agency: the City of Oakland; County of Alameda; County of Sonoma; City and County of San Francisco; City of Concord; City of Santa Rosa; Sonoma County Water Agency; City of San Jose; City of Fremont; the Marin Municipal Water District.

Cumulatively, the \$2.808 million in grant funds are allocated to facilitate the purchase of (90) all-electric vehicles; (including (79) sedans and (11) small cargo vans), and to purchase and install (90) electric vehicle charging stations. Anticipated expenses include incremental costs between a typical replacement vehicle and the cost of an electric vehicle. As referenced earlier in this report, the grant funds will also cover the costs of purchasing and installing electric vehicle charging stations for the participating agencies. The City of Oakland plans to purchase three of the sedans and three charging stations.

ANALYSIS

Alameda County, in their capacity as the lead implementing agency for the BACC collaborative, authored an MOU for execution by all BACC partnering agencies. Upon full ratification of the MOU by all partners, the County of Alameda will assume primary oversight relative to the development and issuance of an RFP/Q and the primary selection of qualified vendor(s); in keeping with their internal contracting and purchasing protocols.

Once the vendor selection process is completed, each BACC partner will then be required to enter into separate contracts directly with the selected vendor(s). In keeping with Federal regulations, agencies will also be responsible for obtaining a Caltrans-certified Resident Engineer to oversee the installation of charging stations. Alameda County will also collect

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required documentation from each partnering jurisdiction for applicable reimbursement(s) of project-related expenses.

Waiver Requests

Oakland Municipal Code (OMC) Section 2.04.050 requires formal advertising and competitive bidding when the City purchases services, supplies or combination thereof required by the City which exceeds \$50,000.00. However, OMC Section 2.04.050 I. 5 permits the Council to waive these requirements upon a finding and determination that it is in the best interests of the City to do so. Additionally, OMC Section 2.04.051 A requires the City to conduct an RFP/Q prior to the purchase of professional services unless this requirement is waived under OMC Section 2.04.051 B upon a finding by the City Council or its designee that it is in the best interests of the City to do so.

Staff recommends that, based on the reasons and circumstances set forth below, the Council pursuant to OMC Section 2.04.50 1.5 and Section 2.04.051 B, respectively, finds and determines that it is in the best interests of the City to waive the formal advertising, competitive bidding, and the RFP/Q requirements and authorize the City Administrator, or her designee, to negotiate and enter into an MOU with the County of Alameda and other collaborative BACC jurisdictions for continued participation in a Federally-funded grant initiative designed to facilitate each jurisdiction's purchase of electric vehicles and charging stations; 3) authorize the City Administrator or her Designee to enter into one or more purchase agreement(s) with one or more select vendors identified in direct relationship to the execution of the aforementioned MOU as a means by which to purchase said vehicles, charging equipment, and installation of charging equipment.

Further, Alameda County's pending identification of one or more vendors to fulfill the purchasing requirements of the electric vehicles, charging equipment and installation of the charging equipment, said vendor(s) may not meet the City of Oakland's twenty-percent (20%) minimum participation requirement for professional service contracts of \$50,000 or more associated with the L/SLBE program. Accordingly, staff recommends that City Council waive RFP/Q competitive selection and L/SLBE Program requirements to ensure:

- The City's of Oakland's ability to accept the proposed \$87,000 in Federal grant funds; the receipt of which is contingent upon its ongoing participatory stance with the BACC;
- The BACC consortium's requirement that the County of Alameda, in their capacity as the lead implementing agency, author and enforce the pre-described Memorandum of Understanding for execution by all BACC partnering agencies,
- The BACC consortium's requirement that the County of Alameda assume primary oversight relative to the development and issuance of a RFP/ Q and the primary selection

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of qualified vendor(s); in keeping with Alameda County's internally approved and mandated contracting and purchasing protocols.

PUBLIC OUTREACH/INTEREST

This item did not require any additional public outreach other than the required posting on the City's website.

COORDINATION

Information that is the basis of this report has been coordinated with the City's Budget Office and the Office of the City Attorney.

COST SUMMARY/IMPLICATIONS

As noted previously, the City of Oakland has been awarded a total of \$87,000.00 in grant funds for the purchase and placement of three (3) electric vehicles and charging stations. Grant funds will be appropriated into the City of Oakland's Internal Service Equipment Fund (4100), in a project account to be determined. The anticipated cumulative cost for the (3) electric vehicles is \$60,000. Of this amount, \$54,000.00 will be addressed through the use of grant funds. Staff will then use \$6,000 from the City's Equipment Fund (Fund 4100) to achieve grantor-mandated hard dollar matching fund provisions.

The estimated cost for up to (3) charging stations and related installation expenses is \$33,000.00. It is anticipated that of these costs will be fully absorbed through use of grant funds. Any overages for the purchase of said items would likewise be expensed to the City's Equipment Fund (Fund 4100).

The grantor mandates that each partnering jurisdiction identify and secure the services of a Caltrans-Certified Resident Engineer to oversee the installation of the charging stations. The City of Oakland currently employs a Caltrans-Certified Engineer, which will satisfy these programmatic requisites.

FISCAL/POLICY ALIGNMENT

This project supports the City's green fleet policy as stated in Authorizing Resolution No. 77842 C.M.S., dated June 3, 2003, in that the purchase of alternative fuel vehicles will be accomplished without exceeding the amount budgeted for vehicle acquisitions and the project is a result of pursuing federal, state, and other incentive programs related to clean air and energy efficiency.

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SUSTAINABLE OPPORTUNITIES

Economic: The proposed actions will replace approximately three vehicles that are past their economic life and will reduce vehicle repair/maintenance and fuel costs over the next several years.

Environmental: This action will replace three internal combustion engine vehicles with zero emissions battery electric vehicles. Assuming each of the three vehicles are driven 6,000 miles annually, greenhouse gas emissions alone will be reduced by 4.8 metric tons per year.

Social Equity: There are no known impacts in this area.

For questions regarding this report, please contact Ken Bailey, Equipment Services Manager, at (510) 615-5487.

Respectfully submitted,



BROOKE A. LEVIN
Interim Director, Public Works Agency

Reviewed by:
Jason Mitchell
Interim Assistant Director
Public Works Agency

Prepared by:
Ken Bailey
Equipment Services Manager
Public Works Agency

And

Prepared by:
Candice Jessie
Public Works Agency

Attachments

- A. Proposed Memorandum of Understanding
- B. Google Maps of Proposed Electric Vehicle Charging Locations

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AKI K. NAKAO, Director

1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612 510 208 9700 FAX 510 208 9711 www.acgov.org/gsa/

MEMORANDUM OF UNDERSTANDING FOR LOCAL GOVERNMENT EV FLEET NATIONAL DEMONSTRATION PROJECT

This Memorandum of Understanding ("MOU") is entered into as of _____, 2013 (the "Effective Date") by and among the following California jurisdictions: County of Alameda ("Alameda County"), County of Sonoma ("Sonoma County"), City and County of San Francisco ("San Francisco"), City of Concord ("Concord"), Sonoma County Water Agency ("SCWA"), City of Oakland ("Oakland"), City of San Jose ("San Jose"), City of Fremont ("Fremont"), and Marin Municipal Water District ("MMWD"). Signatories to this MOU are referred to herein as "the "Partners" and individually as a "Partner".

Recitals

WHEREAS, the Partners and the Bay Area Climate Collaborative ("BACC") have collectively submitted and received notice of a grant award (the "Grant") totaling \$2.808 million for the federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) through the Metropolitan Transportation Commission (MTC) to purchase electric vehicles, including light-passenger sedans and cargo vans ("Electric Vehicles"), purchase and install electric vehicle charging stations ("Chargers"), and for Alameda County and Sonoma County to conduct pilot projects involving MPG meters and for Alameda County and San Jose to conduct pilot projects involving car sharing ("Pilots") to test new products and strategies; and

WHEREAS in approximately November 2010, the Partners entered into a Memorandum of Understanding for Local Government EV Fleet Project ("November 2010 MOU"), which included provisions for Alameda County to act as the lead agency for the solicitation of Electric Vehicles and Electric Vehicle charging station equipment and installation services ("Project"); and

WHEREAS in approximately August 2011, the City of Santa Rosa entered into a Memorandum of Understanding with Alameda County, which included provisions for Alameda County to issue and manage solicitations for the Project and for the City of Santa Rosa to participate in the Project; and

WHEREAS Alameda County has agreed to act as lead agency in this innovative regional collaborative initiative; and

WHEREAS Alameda County Public Works Director has been selected to interact directly with Caltrans related to the Grant, and Alameda County General Services Agency Director is working with the Public Works Director to issue RFQ/RFPs and meet other Grant requirements; and

WHEREAS the Alameda County Board of Supervisors on November 30, 2010 adopted Resolution Number R-2010-453 authorizing its Director, General Services Agency, and its Director, Public Works Agency or designees to execute and file an application with MTC for STP/CMAQ funding for the Local Government EV Fleet Project and commit the necessary non-Federal match, and state the assurance to complete the project; and

WHEREAS Caltrans has approved the environmental application and issued E76 funding obligations to proceed with the procurement process for the purchase and installation of Electric Vehicles and Chargers; and

WHEREAS the Partners, seeking to be reimbursed by Grant funding, desire and intend to purchase Electric Vehicles and Chargers as a group of public entities through the Alameda County RFQs (the "Solicitations") in order to obtain the lowest prices; and

WHEREAS it is cost effective for Alameda County, as the Lead Agency, through the Solicitations to solicit the lowest prices, which may vary from jurisdiction to jurisdiction, for purchases of Electric Vehicles, for Architectural and Engineering (A/E) Professional Design Services, and for purchase and installation of Chargers; and

WHEREAS Caltrans is acting as the funding agent for the Grant and as such has implemented and continues to revise procedures and requirements for reimbursement under the Grant; and

WHEREAS, at the completion of the Solicitation process, subject to the approval of their respective Board, Council or applicable governing body, the Partners may enter into agreements with selected vendors ("Vendors") substantially in the forms of the Partner Terms and Conditions ("Partner Terms and Conditions") to be prepared pursuant to Sections 1.A and 1.B of this MOU.

NOW THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Partners agree as follows:

SECTION 1. ROLE AND RESPONSIBILITIES OF ALAMEDA COUNTY

- A. Alameda County shall lead three (3) separate Solicitations by (i) preparing and issuing the Solicitations, and acting as lead jurisdiction and point of contact for bidders, (ii) creating Partner Terms and Conditions (the "Partner Terms and Conditions"), and (iii) timely coordinating and communicating with Partners, as necessary throughout the procurement process through recommendation for award and negotiations with the bidders. The Solicitations include the following competitive bid processes, and are subject to change based on Caltrans procedures and requirements for reimbursement under the Grant:
1. RFQ for Electric Vehicles
 2. RFQ for A/E Servdees
 3. RFP for Chargers
- B. Alameda County will consult with the Partners with respect to the content of the Solicitations and the terms and conditions contained within Partner Terms and Conditions, provided, however, that any comments or concerns must be communicated to Alameda County within the allotted timeframe as provided by Alameda County, with such timeframe that shall be no more than fifteen (15) calendar days from the date the draft is distributed. If any further draft is circulated the Partner shall review and provide comments no more than ten (10) calendar days from the date any further draft is distributed.

- C. After consideration of any comments and suggestions, Alameda County shall finalize each RFQ for publication and solicitation per Alameda County's public bidding process.
- D. Alameda County shall manage the procurement process in compliance with all applicable laws including, State Public Contracting Code and federal funding regulations ("Regulations"). These Regulations include, but are not necessarily limited to, a prohibition on local preference for bidders, Federal prevailing wage requirements (as determined by the U.S. Department of Labor in accordance with the Department of Labor Regulations 29 Code of Regulations), and inclusion of workforce diversity requirements.
- E. The Partners agree that Alameda County shall be the single point of contact for Vendors and necessary third parties throughout the group Solicitation process, except for any third parties that the Partners interact with as individual organizations, in order to avoid the potential for confusion. Alameda County agrees to provide the Partners with all relevant information in a timely manner.
- F. Alameda County shall receive bids, review the bids received for factors such as completeness and satisfaction of minimum qualifications and will make recommendations to each Partner for award of contracts based on the lowest, responsible, responsive bids received.
- G. Alameda County will enter into contract with the awarded bidder for A/E Services. This vendor will provide A/E Services for all of the Partner locations for the creation of design specifications to be used in the RFP for Chargers. Alameda County will be solely responsible for the cost of the A/E Services.
- H. Alameda County shall have no liability to any Partner related to A/E Services, contracting or purchases.
- I. Alameda County shall have no liability for failure of any Partner to comply with Federal funding regulations. Alameda County will review all Partner Terms and Conditions prior

to bid release and all contract documents prior to execution to provide a final check for compliance with Federal finding regulations. Any document prepared by a Partner that violates Federal finding regulations will be withheld from reimbursement and that Partner will not receive reimbursement. Alameda County agrees to notify any such Partner of the violation and provide the Partner with twenty working days to correct the same. If the violation can be corrected in a way that is acceptable with Federal regulations, then Alameda County will submit for reimbursement.

- J. Alameda County agrees to contract with the Bay Area Climate Collaborative ("BACC"), a non-profit agency, for marketing and data analytics services in the amount of \$145,000, as outlined in the Grant application. Alameda County will submit for reimbursement from Caltrans for the expense.
- K. In addition to participating as the lead jurisdiction under this MOU, Alameda County is also a participant in the Grant for Electric Vehicles, Chargers, and Pilots. As such, Alameda County is included as a partner in the solicitation documents.

SECTION 2. ROLES AND RESPONSIBILITIES OF THE PARTNERS

- A. Each Partner has undertaken its own due diligence prior to entering into this MOU to determine the feasibility of Electric Vehicles, Chargers and Pilots in its jurisdiction.
- B. Each Partner is responsible for meeting their individual legal, procedural and other requirements for these Solicitations.
- C. Each Partner shall review the draft RFQ/RFPs, including confirming that the number of units, local tax, FOB terms, and other related terms and specific requirements for Partner are accurately contained in the draft RFQ/RFPs by the deadlines established by Alameda County. Alameda County is not responsible for any errors in the RFQ/RFP, including those related to specific requirements of Partner.

- D. The Partners shall procure their own Testing and Inspection, Subsurface Utility Engineering ("SUE"), and building power assessments prior to Alameda County entering into contract for A/E Services and provide this information to Alameda County. The Partners shall also procure any other consultants they need for the Project.
- E. If a Partner fails to provide information on Testing and Inspection, SUE, building power assessments, and any other information necessary for A/E Services prior to Alameda County entering into contract for A/E services, the Partner acknowledges that Alameda County will not produce site design specifications for the locations of its Chargers and thus will not be included in the installation component of the RFP for Chargers. The Partner can choose to perform installation of the Chargers in-house or hire a contractor of its choosing. The Partner may not be able to be reimbursed for installation services through the Grant if it chooses to perform installation of Chargers in-house or through a contractor, although the Partner will still be able to purchase and seek reimbursement for the Chargers. Partners choosing to perform installation in-house or hire a contractor include, but may ultimately not be limited to:
1. City of Fremont
 2. San Francisco RPD
 3. San Francisco GSA
 4. City of San Jose
- F. The Partners shall be responsible for obtaining all necessary permits for any portion of the Project within their jurisdiction. Alameda County is not responsible for obtaining permits at any location except those under the responsibility of Alameda County.
- G. The Partners shall provide any information regarding the presence of lead paint and/or other hazardous materials to Alameda County, as requested, and perform any necessary hazardous materials testing and abatement for building site locations within their jurisdictions where Chargers will be installed, prior to release of the RFP for Chargers.

- H. The Partners agree to participate in the Solicitations under the lead role of Alameda County and agree to work cooperatively and promptly with Alameda County throughout the Solicitation process. The Partners agree that time is of the essence; and failure of a Partner to provide the required information in the requested format and within the reasonable deadlines established by Alameda County may result in termination of that Partner's participation in the Solicitations. In any such case, Partner shall not be liable for any damages to any of the other Partners based upon such termination.
- I. Upon conclusion of the Solicitation process, the Partners may, subject to the approval of their respective Board, Council or applicable governing entity, where required, enter into binding agreements, substantially in the form of the Partner Terms and Conditions, with the selected Vendors, provided that each Partner determines, to its satisfaction, that the Vendors are responsible, and comply with the Partner's terms, conditions and requirements. The Partners may also negotiate with Vendors in order to conform the Partner Terms and Conditions with requirements of law, regulation and policy. Alameda County shall not be responsible for reference checks, performance, or for compliance with any agreement, regulations, laws or policies, except as to this MOU and any contracts between Alameda County and Vendor(s). Partners are not required to contract with any Vendor.
- J. Any agreement that the Partner executes, including contract(s), with any bidder(s) shall comply with all federal funding regulations. These regulations include, but are not necessarily limited to, a prohibition of local preference given in bidding documents and contracts, federal prevailing wage requirements [as determined by the U.S. Department of Labor in accordance with the Department of Labor Regulations 29 CFR (Code of Regulations)], and workforce diversity requirements.
- K. Each Partner shall be fully responsible for all payments owed to any Vendors(s) they contract with, including directly issuing Partner Purchase Orders or other payment methods.

- L. Caltrans requires that a certified Resident Engineer ("Resident Engineer") review and supervise projects. Partner is responsible for obtaining, at its sole cost, a Caltrans certified Resident Engineer. A Resident Engineer will be included as part of the RFQ for A/E Services. Partners may select the Resident Engineer retained through the RFQ for A/E Services; select their own in-house Resident Engineer; or select a third-party Resident Engineer. Partner must notify Alameda County within ten (10) calendar days of making the Resident Engineer selection. Partners may have the option to seek reimbursement for Resident Engineer services, as part of that Partner's designated grant funds for Charging Station and Installation, if these services are performed in-house by that Partner's organization or through a third-party if that third-party was selected in a manner compliant with federal finding regulations.
- M. The Partners are responsible for submitting project closeout checklists by the Resident Engineer and other project closeout documentation to Alameda County.
- N. The BACC has been identified in the Grant as the organization that is responsible for marketing and data analytics for the Grant project. Partner agrees to fully cooperate with BACC and supply all data and reports to them as requested, if such data and reports are available and not otherwise exempt from disclosure.
- O. Each Partner understands that Caltrans has specific procedures and policies related to purchases and reimbursement procedures under the Grant, and such procedures and policies are subject to change. Each Partner will fully cooperate with all requests of Caltrans and supply any and all available information or assistance to Alameda County related to policies, procedures and requests from Caltrans.
- P. Each Partner shall promptly provide invoices and any required information to Alameda County. The Partner understands that Caltrans has specific deadlines for funding and if invoices are not timely submitted, they may not be reimbursed.

- Q. Each Partner has full access to the Grant application and its requirements and agrees to abide by all terms of the Grant. The Partners understand that the Grant requirement and related Federal rules, regulation and policies are subject to change at the discretion of the Federal government, including but not limited to the Department of Transportation. Each Partner understands that such changes are beyond the control of Partners and agrees to abide by all changes and additional requirements as they become known.
- R. Each Partner understands that they will only be reimbursed up to the funding amounts that were submitted as part of the original Grant application. A summary of these funds are listed in Section 3 of this MOU. Partners can seek reimbursement up to their Total Construction Phase amount.
- S. Each Partner has committed to a quantity of Electric Vehicles, Chargers, and Pilots and funds from the Grant have been allotted to each Partner to pay for all or a portion of these expenses. Any adjustment in quantity by a Partner (e.g. number of Electric Vehicles or Charging Stations) must be absorbed by any other Partner or multiple Partners so that there is no net loss in the total quantity of 90 Electric Vehicles and 90 Charging Stations among all Partners. Any adjustments in quantities must also be approved by all Partners. If a Partner purchases less than the quantity it has agreed to in the Grant application, then the Partner will only be reimbursed for the quantity actually purchased.
- T. The Remaining Partners must pick-up any Electric Vehicles, Chargers, and/or Pilots from a Partner that purchases less than the quantity they have agreed to in the Grant application. If multiple Partners are interested, priority in the selection process will be based on and given to Partners with the greatest to least financial commitment to the Grant. If no Partners are interested, other local governments will be solicited to participate in the Grant, pending approval of this MOU. If no Partners or any other local governments are interested, Alameda County will pick up the remaining Electric Vehicles, Chargers, and/or Pilots.

U. Each Partner understands that the Grant has conditions and if not all conditions are met, or funds are withdrawn, reduced or not awarded for any reason each Partner shall bear their own costs and expenses.

V. Any Partner may separately pursue its own solicitation of Electric Vehicles, Chargers or Pilots. Partners choosing to do so are waiving their right to be reimbursed by Grant funding.

W. In the event that Grant funding is still available after all Partners have submitted their fund reimbursements and all 90 Electric Vehicles and 90 Chargers and Pilots have been completed, Partners may request additional reimbursement from the Grant funding. Priority in the selection process for additional reimbursement will be based on and given to the Partners with the greatest to least financial commitment to the Grant with the first Partner seeking reimbursement and then remaining Partners seeking reimbursement, if funds are still available, until funding has been exhausted.

SECTION 3. GRANT FUNDING AVAILABLE FOR CONSTRUCTION PHASE AS OF JANUARY 7, 2013 AND PARTNER MATCH FUNDING

Budget Breakdown										
	Alameda County (GSA)	Concord	Fremont	Oakland	San Francisco	San Jose	Sonoma County Water Agency	Sonoma County	Marin Municipal Water District	Total
Vehicles	\$460,000	\$170,000	\$30,000	\$54,000	\$230,000	\$54,000	\$51,966	\$264,462	\$99,000	\$1,413,428
Charging Stations & Installation	\$264,000	\$110,000	\$22,000	\$33,000	\$154,000	\$33,000	\$55,000	\$242,000	\$33,000	\$946,000
MPG Meters (a)	\$12,500							\$12,500		\$25,000
Total CON	\$736,500	\$280,000	\$52,000	\$87,000	\$384,000	\$87,000	\$106,966	\$518,962	\$132,000	\$2,384,428
Marketing (b)	\$100,000									\$100,000
Data Analytics (b)	\$45,000									\$45,000
Administration (c)	\$59,147									\$59,147

Car Share Pilot (d)	\$62,500					\$62,500				\$125,000
Total CE	\$266,647	\$0	\$0	\$0	\$0	\$62,500	\$0	50	\$0	\$329,147
Total CE/CON	\$1,003,147	\$250,000	\$52,000	\$87,000	\$384,000	\$149,500	\$106,966	\$515,962	\$132,000	\$2,713,575

Partner vehicle count, number of charging stations, and matching funds breakdown:

Partner Name	# Vehicles	# Charging Stations	Matching Funds
County of Alameda	24	24	\$ 460,000
County of Sonoma	22	22	\$ 547,400
City & County of San Francisco	14	14	\$ 300,000
City of Fremont	2	2	\$ 40,000
City of Concord	10	10	\$ 180,000
City of Oakland	3	3	\$ 51,000
City of San Jose	3	3	\$ 51,000
Marin Municipal Water District	3	3	\$ 66,000
Sonoma County Water Agency	5	5	\$ 123,500
Bay Area Climate Collaborative	0	0	\$ 0

SECTION 4. SOLICITATION BID PROTEST(S)

- A. Each Partner shall cooperate with any Partner if a bid protest is brought against Partner or Alameda County, or any other Partner. Alameda County is not obligated to defend a bid protest in any matter, including the provision of legal advice or services to Partner.
- B. Partner shall fully cooperate with Alameda County in the event of a bid protest brought against Alameda County, but Partner is not obligated to defend the bid protest in any matter, including the provision of legal advice or services to Alameda County.

SECTION 5. MODIFICATION OF NOVEMBER 2010 MOU

- A. Alameda County and Partner, specifically agree that this MOU is a supplement to and modification of the November 2010 MOU. To the extent there is any conflict between the two agreements, this MOU shall control.

B. Alameda County and Partner specifically agree that through the execution of this MOU, the November 2010 MOU is amended and modified as follows:

- a. All references to Sonoma County refer only to Sonoma County. Sonoma County and the Sonoma County Water Agency are now acting as separate Partners.
- b. In the second paragraph on the first page of the MOU, the following is deleted:
“specifically the Nissan Leaf and the Ford Transit Connect models and make ("Subject Vehicles") ”

and replaced with the following:

“including light-passenger sedans and cargo vans (“Electric Vehicles”)”

- c. Paragraph 2(a) under the header “Each individual party shall have the following responsibilities:” on the first page of the MOU is revised to delete “County of Sonoma \$769,700.00” and replace it with the following, which amounts total \$670,900.00:

(a)(i). County of Sonoma	\$ 547,400
(a)(ii). Sonoma County Water Agency	\$ 123,500

SECTION 6. TERM OF MOU.

The term of this MOU shall commence on the Effective Date.

SECTION 7. GOVERNING LAW AND VENUE.

The law governing this MOU shall be that of the State of California. In the event that suit shall be brought by any Partner to this MOU, the Partners agree that venue shall be exclusively vested in the State’s courts of Alameda County or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, Oakland, California.

SECTION 8. WARRANTY DISCLAIMER; LIABILITY; WAIVER.

- A. No warranty, express or implied, is provided by any Partner as to results or success of the Solicitations, this MOU, or any agreements ultimately entered into by the Partners. Each Partner acknowledges that the others have not made, and are not making, any assurances, guaranties or promises with respect to the subject matter of this MOU and that each

Partner is ultimately responsible for conducting its own due diligence with respect to feasibility, pricing, technology, third parties and all other matters in any way related to the subject matter of this MOU.

- B. In no event shall any Partner, nor its officers, agents, employees, or representatives be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services, loss of use, data, or profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way, directly or indirectly, from this MOU, participation in the Solicitations, or any agreement(s) between a Partner and any third party, even if advised of the possibility of such damage.

- C. Each Partner is responsible for negotiation, execution, administration and enforcement of any contract with a Vendor or third party related to the subject matter of this MOU. Any agreement ultimately entered into by each Partner and breached shall not be grounds for default of a separate agreement with a Vendor and any other Partner to this MOU. Likewise, each vehicle purchased by a Partner via a separate agreement with a Vendor shall not serve as collateral for any other Partner's agreement with the same vendor. The Partners acknowledge and agree that each Partner's contract with each Vendor is separate and distinct from any other Partner's agreement with the same Vendor.

- D. No waiver by any Partner to this MOU of any breach or violation of any term or condition of this MOU shall be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

SECTION 9. NOTICES.

Notices shall be deemed effective on the date delivered if delivered by personal service or nationally recognized overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be personally served, delivered by overnight

service, or by mail, first class, certified or registered postage prepaid and return receipt requested, addressed to the respective Partners as follows:

To: County of Alameda, GSA
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Doug Bond

To: County of Sonoma

Attn:

To: City and County of San Francisco

To: City of Concord

Attn:

Attn:

To: Sonoma County Water Agency

Attn:

To: City of Oakland

To: City of San Jose

Attn:

Attn:

To: City of Fremont
39550 Liberty St
P.O. Box 5006
Fremont, CA 94538
Attn: Amy Rakley

To: Marin Municipal Water District

Attn:

SECTION 10. MISCELLANEOUS PROVISIONS.

- A. If any term, condition or covenant of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall be valid and binding on the Partners.
- B. This MOU may be executed in counterparts and will be binding as executed.
- C. All changes or extensions to this MOU shall be in writing in the form of an amendment executed by all Partners.

- D. This MOU is entered into only for the benefit of the Partners executing this MOU and not for the benefit of any other individual, entity, or person.

SECTION 11. WITHDRAWAL.

- A. No Partner may withdraw from this MOU during the period from thirty (30) calendar days before the issuance of the Solicitations and the date that Vendor(s) have been selected. The date of the Solicitation will be pursuant to the schedule developed by Alameda County in collaboration with the Partners for such Solicitations.
- B. Withdrawal by any Partner from this MOU shall not preclude the remaining Partners from continuing the Solicitations contemplated under this MOU and from using the Partner Terms and Conditions created by any Partner to this MOU, unless otherwise prohibited by law.
- C. Notice of withdrawal must be provided in writing to Alameda County GSA.
- D. Remaining Partners must pick-up any Electric Vehicles, Chargers, and/or Pilots from a Partner that has withdrawn. If multiple Partners are interested, priority in the selection process will be based on and given to Partners with the greatest to least financial commitment to the Grant. If no Partners are interested, other local governments will be solicited to participate in the Grant, pending approval of this MOU. If no Partners or any other local governments are interested, Alameda County will pick up the remaining Electric Vehicles, Chargers, and/or Pilots.

SECTION 12. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed on the Partners pursuant to Government Code Section 895.6, the Partners agree that all losses or liabilities incurred by a Partner that are in any way related to this MOU shall not be shared pro rata but, instead, the Partners agree that, pursuant to Government Code Section 895.4, each of the Partners hereto shall fully indemnify and hold each of the other Partners, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Partner, its officers, employees, or agents, under or in connection with or arising out of any

work, authority, or jurisdiction delegated to such Partner under this MOU. No Partner, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of another Partner hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Partner under this MOU.

SECTION 13. NON-DISCRIMINATION

The Partners shall comply with all applicable Federal, State, and local laws, regulations and policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Partners shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Partners discriminate in performing its obligations under this MOU because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

SECTION 14. DISPUTE RESOLUTION

Any dispute arising out of this MOU may be submitted to mediation, subject to agreement by each of the parties to the dispute. Nothing in this Section shall limit the legal remedies available to the Partners, including the right to seek immediate judicial intervention.

In the event of a dispute regarding this MOU each party to bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the Partners have executed this MOU as of the Effective Date
County of Alameda

AYES:

NOES:

EXCUSED:

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

By _____

By _____

COUNTY OF SONOMA

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF CONCORD

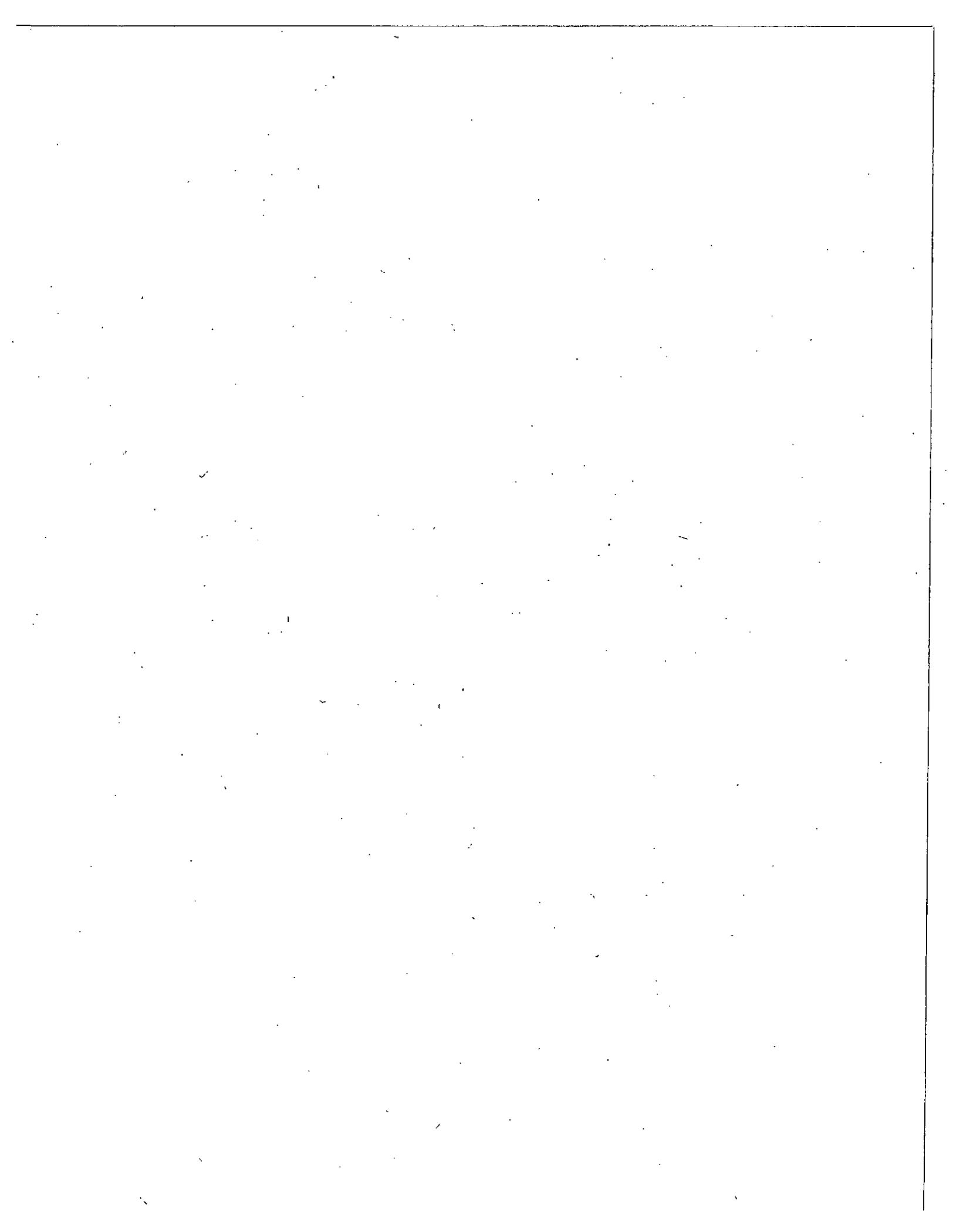
By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____



SONOMA COUNTY WATER AGENCY

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF OAKLAND

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF SAN JOSE

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

CITY OF FREMONT

By: _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

MARIN MUNICIPAL WATER DISTRICT

By: _____

ATTEST:

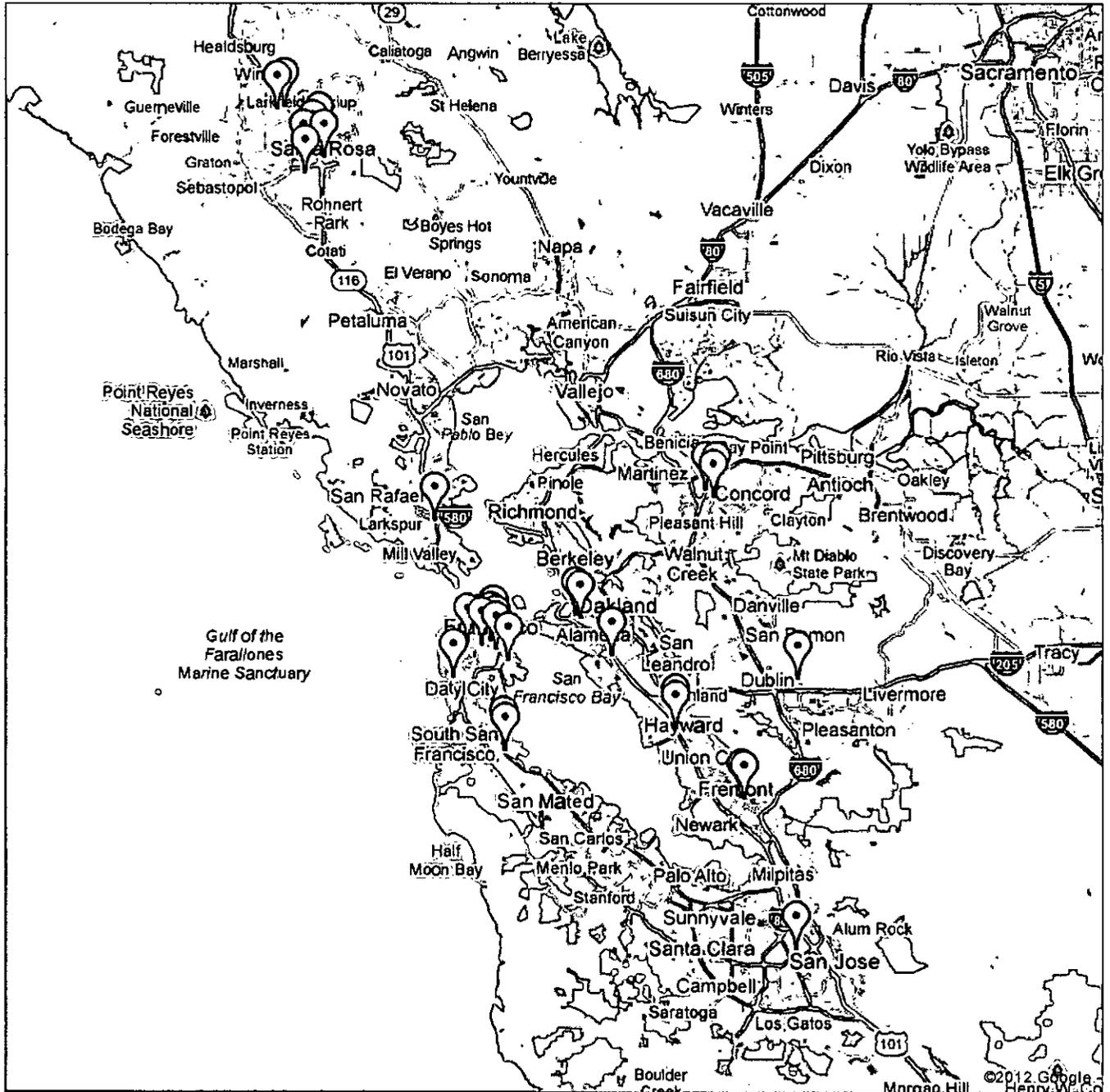
By _____

APPROVED AS TO FORM:

By _____



Get Google Maps on your phone
 Text the word "GMAPS" to 466453

EV Charging Locations for MTC Grant

All 31 charging station locations throughout the San Francisco Bay Area.

Unlisted · 0 views

Created on May 4 · By phillip · Updated < 1 minute ago

-  6175 Madigan Rd
Alameda County
-  399 Elmhurst Street
Alameda County
- 951 Turner Court



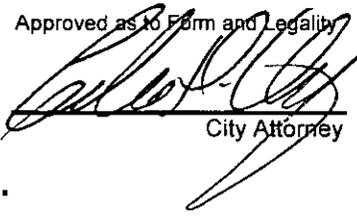
1202 Apollo Way
Sonoma County



625 5th St
Sonoma County



404 Aviation Blvd
Sonoma County Water Agency

Approved as to Form and Legality

City Attorney

FILED
OFFICE OF THE CLERK
OAKLAND
OAKLAND CITY COUNCIL

2013 SEP 12 PM 11:04
RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO: 1) ACCEPT AND APPROPRIATE GRANT FUNDS IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND DOLLARS (\$87,000.00) FROM THE SURFACE TRANSPORTATION PROGRAM (STP) AND/OR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (CMAQ) THROUGH THE METROPOLITAN TRANSPORTATION COMMISSION (MTC), FOR THE PURCHASE OF THREE (3) ELECTRIC VEHICLES AND CHARGING STATIONS FOR THE DIRECT BENEFIT OF THE CITY OF OAKLAND; 2) AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF ALAMEDA AND OTHER COLLABORATIVE BAY AREA JURISDICTIONS WHICH COMPRISE THE BAY AREA CLIMATE COLLABORATIVE (BACC) FOR CONTINUED PARTICIPATION IN A FEDERALLY-FUNDED GRANT INITIATIVE DESIGNED TO FACILITATE EACH JURISDICTION'S PURCHASE OF ELECTRIC VEHICLES AND CHARGING STATIONS; 3) ENTER INTO ONE OR MORE PURCHASE AGREEMENT(S) WITH ONE OR MORE SELECT VENDORS IDENTIFIED IN DIRECT RELATIONSHIP TO THE EXECUTION OF THE AFOREMENTIONED MOU AS A MEANS BY WHICH TO PURCHASE SAID VEHICLES, CHARGING EQUIPMENT AND INSTALLATION OF CHARGING EQUIPMENT, AND 4) WAIVE THE COMPETITIVE REQUEST FOR PROPOSALS/ QUALIFICATIONS (RFP/Q) PROCESS, THE ADVERTISING AND BIDDING REQUIREMENTS, AND LOCAL AND SMALL BUSINESS ENTERPRISE PROGRAM (L/SLBE) PROVISIONS ASSOCIATED WITH THE PROPOSED MOU AND THE PURCHASE AND PLACEMENT OF ELECTRIC VEHICLES, CHARGING STATIONS AND RELATED EQUIPMENT AND SERVICES

WHEREAS, the City's green fleet policy as stated in Resolution No. 77842 C.M.S., dated June 3 , 2013, supports the purchase of alternative fuel vehicles and the pursuit of Federal, state and other incentive programs related to clean air and energy efficiency; and

WHEREAS, the City endeavors to increase its role in improving air quality and reducing greenhouse gas emissions by adopting policies and practices that diminish City fleet emissions; and

WHEREAS, in recent years, the City of Oakland, along with eight (8) other neighboring jurisdictions, formed the Bay Area Climate Collaborative (BACC); and

WHEREAS, the City of Oakland, in collaboration with and as part of the BACC consortium, was collectively awarded \$2.81 million in Federal grant funds to purchase and promote the use of electric vehicles by local governments; and

WHEREAS, the subject grant funds stem from the Federally subsidized Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) through the Metropolitan Transportation Commission (MTC); and

WHEREAS, the grant covers the incremental costs between a typical replacement vehicle and the cost of an electric vehicle, as well as the cost of purchasing and installing electric vehicle charging stations; and

WHEREAS, the County of Alameda, in their capacity as the lead implementing agency for the BACC collaborative, proposes that all partnering agencies execute a Memorandum of Understanding designed to facilitate the procurement process(es) for all subject electric vehicles, charging stations, and related equipment and services; and

WHEREAS, the County of Alameda will assume primary oversight relative to the development and issuance of a RFP/Q and the primary selection of qualified vendor(s) in keeping with the County of Alameda's standard contracting and purchasing protocols; and

WHEREAS, Oakland Municipal Code (OMC) section 2.04.050 requires formal advertising and competitive bidding when the City purchases services, supplies or combination thereof required by the City which exceeds \$50,000.00; and

WHEREAS, OMC section 2.04.050 I. 5 permits the Council to waive these requirements upon a finding and determination that it is in the best interests of the City to do so; and

WHEREAS, OMC section 2.04.051.A requires staff to conduct a competitive RFP/Q selection process for the procurement of professional services; and

WHEREAS, OMC section 2.04.051.B authorizes the City Council to waive the RFP/Q requirement upon a finding that it is in the best interests of the City to do so; and

WHEREAS, Alameda County's pending identification of one or more vendors to fulfill the purchasing requirements of the electric vehicles, charging equipment and installation of the charging equipment, said vendor(s) may not meet the City of Oakland's twenty-percent (20%) L/SLBE minimum participation requirement for professional service contracts of \$50,000 or more; now, therefore be it

RESOLVED, that the City Council authorizes the City Administrator, or her designee, to accept and appropriate grant funds in an amount not to exceed eighty-seven thousand dollars (\$87,000.00) for the purchase of three (3) electric vehicles and charging stations for the direct benefit of the City of Oakland; and be it

FURTHER RESOLVED, that said grant funds will be deposited into the City of Oakland's Internal Services Equipment Fund (4100), Public Works Agency Equipment Services Division Organization (30541), in a project account to be determined; and be it

FURTHER RESOLVED, that grantor-mandated matching fund provisions will be garnered from the City of Oakland's Internal Services Equipment Fund (4100); and be it

FURTHER RESOLVED, that the City Council authorizes the City Administrator, or her designee, to execute an MOU with the County of Alameda and other collaborative Bay Area jurisdictions which serve as the BACC for continued participation in a Federally-funded grant initiative designed to facilitate each respective jurisdiction's purchase of electric vehicles and charging stations; and be it

FURTHER RESOLVED, that the City Council authorizes the City Administrator, or her designee, to enter into one or more purchase agreement(s) with one or more select vendors identified in direct relationship to the execution of the aforementioned MOU as a means by which to purchase said vehicles, charging equipment, and installation of charging equipment; and be it

FURTHER RESOLVED, that the City Council finds that pursuant to Oakland Municipal Code sections 2.04.050.1.5 and 2.04.051.B, for the reasons stated above and in the report accompanying this resolution, that it is in the best interests of the City to waive the advertising, competitive bidding, and competitive RFP/Q process for products and services to be purchased under the proposed agreement and that the City Council thereby authorizes the waiver of said requirements; and be it

FURTHER RESOLVED, that the City Council hereby waives the L/SLBE provisions associated with the proposed MOU and the purchase and placement of electric vehicles, charging stations and related equipment and services; and be it

FURTHER RESOLVED, that the City Administrator, or her designee, is hereby authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend and/or amend the grant award, except for any increase in the contract cost; and be it

FURTHER RESOLVED, that the City Attorney shall review and approved the proposed MOU and any and all other vendor service agreements as to form and legality, and copies of the agreement(s) shall be filed with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, KALB, KAPLAN, McELHANEY, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California