JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of Commissioners**

FROM: **Shawn Frederick, Central Services Director**

DATE: **March 10, 2025**

RE: **Site Host Agreement Amendment with EVCS**

STATEMENT OF ISSUE: EVCS has determined that the Port Townsend Community Center electric vehicle charging station site is "unbuildable."

ANALYSIS: In April 2024, Jefferson County entered into a site host agreement with EV Charging Solutions to install and operate four DCFC Stations and one Level II Charging stations at the Port Townsend Community Center. EVCS has determined that the site project unbuildable due to the historical building designation of the building requires additional public process, the proposed locations for installation is the city ROW requiring City Council consideration and approval, and that location identified during the site walk likely doesn't meet ADA requirements. Additionally, PUD expressed concerns to the EVCS Project Development Team about fitting their equipment in the ground, due to existing utilities in the surrounding areas.

In May, 2023 a Letter of Intent from the Jefferson County Board of Commissioners, included four Jefferson County locations for consideration in WSDOT's Zero Emission Vehicle Partnership Program (ZEVIP) program in 2023. One of the locations included was the Tri-Area Community Center. While it was ultimately removed from the application, Jefferson County included its Tri-Area Community Center site on an application for WAEVCS grant funding through the Dept. of Commerce, which was submitted December 1, 2023. Unfortunately, the site fell short of the Dept. of Commerce's scoring criteria and was again not selected for funding.

With the County's Port Townsend Community Center site being determined to be unbuildable, Jefferson County has an opportunity to re-allocate the ZEVIP 2023 funded equipment to the Tri-Area Community Center site.

FISCAL IMPACT:

This electric vehicle charging infrastructure and installation will be paid for by a state grant from the WSDOT ZEVIP 2023 program. The Site Host agreement provides for a revenue share to Jefferson County of $0.05 / kWh purchased by users of the DCFC charging stations

and $0.03 /kWh purchased by users of the Level II charging station, revenue will be received by the General Fund. This Agreement is at no cost to Jefferson County.

RECOMMENDATION: Staff recommends approval of the site host agreement amendment re-allocating ZEVIP 2023 funded equipment to the Tri-Area Community Center site.

REVIEWED BY:

Mark McCauley, County Administrator Date 3/6/25

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: EVCS Contract No: CSD 250002

Contract For: Site Host Agreement Amendment Term: 10 years

COUNTY DEPARTMENT:	Central Services
Contact Person:	Shawn Frederick
Contact Phone:	360-385-9362
Contact email:	sfrederick@co.jefferson.wa.us

AMOUNT: n/a

Revenue: n/a

Expenditure: n/a

Matching Funds Required: n/a

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- [x] **Exempt from Bid Process**
- [ ] **Cooperative Purchase**
- [ ] **Competitive Sealed Bid**
- [ ] **Small Works Roster**
- [ ] **Vendor List Bid**
- [ ] **RFP or RFQ**
- [ ] **Other:**

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: [■] **N/A:** [ ] Signature 2/26/25 Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: [■] **N/A:** [ ] Signature 2/26/25 Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/28/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 3/6/2025.
ZEVIP grant funding this project. PAO hasn't reviewed the grant agreement. Don't know if County has exposure under the grant agreement with this amendment. Per email from Shawn Frederick EVCS is effectively the grant recipient and funding does not pass through the County. Risk Management decision.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

EVCS
Stay Charged

Site Host Agreement – Jefferson County Amendment No. 1

This Amendment No. 1 (this "Amendment") is entered into by and among EV Charging Solutions, Inc., a California corporation, ("EVCS"), and Jefferson County, a Washington local governmental entity ("Site Host" and "Property Owner") for the purpose of amending that certain Site Host Agreement dated April 17, 2024 (the "Agreement"). Capitalized terms used in this Amendment that are not defined herein shall have the meanings ascribed to them in the Agreement.

This county-owned property, known as the Port Townsend Community Center site, is determined to be unbuildable and infeasible for EV charging, under the terms and requirements of WSDOT's ZEVIP 2023 program.

The purpose of this Amendment is to remove references to the Port Townsend Community Center site, located at 620 Tyler St., in Port Townsend, from the third WHEREAS of the Agreement on page 1, and from Exhibit B.

Additionally, the purpose of this Amendment is to add the following county-owned property for the installation and provision of publicly accessible DC fast charging, funded by WSDOT's ZEVIP 2023 program:

1. An update of Site Host's Jefferson County property included under Exhibit B of the April 17, 2024 Agreement shall add the Tri-Area Community Center site, located at 10 W Valley Rd Chimacum, WA. 98325 (the "Tri-Area Community Center Property").

Accordingly, the Parties agree as follows:

1. Jefferson County's Tri-Area Community Center property is hereby included in the "Property" and/or "Site", and the Port Townsend Community Center Property is hereby excluded. The Tri-Area Community Center property is listed in revised Exhibit B "Project Site Info" of the Agreement attached hereto. A site sketch, showing proposed charger locations, will be added to Exhibit B following a site walks, outreach to JPUD and design conversations with Jefferson County staff project point of contact. The final installation location of charging equipment must be agreed to by both Jefferson County and EVCS. Jefferson County will have final approval of site design.

2. The Parties agree the proposed chargers to be installed at the Tri-Area Community Center site described in Exhibit A shall be unchanged.

3. The Site Host Primary Contact information shall be updated to reflect the current Central Services Director, Shawn Frederick. Phone: 360-385-9362, and email: sfrederick@co.jefferson.wa.us

4. All other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment, effective as of the date last written below, is executed by the persons signing below who warrant that they have the authority to sign on behalf of EVCS and Site Host.

In Witness whereof, the parties have read and understand this Amendment No. 1, and by their signatures below, agree to the terms.

EVCS

By:_____

Printed Name: _____

Title: _____

Date: _____

SITE HOST

Jefferson County
Board of Commissioners

By: _____
Heidi Eisenhour, Chair Date

SEAL:

ATTEST:

_____
Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

for 03/06/2025
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EVCS
Stay Charged

EXHIBIT A – Electric Vehicle Charging Station Equipment Specifications

The Tri-Area Community Center property shall include;

- 150 kW DC Fast Charger (4) – Noodoe 150P DCFC or equal. Each fast charger will have two ports. The default port will be SAE CCS1. One port at each site will be CHAdeMO. Each site will also provide capability to enable a NACS port or a Tesla adapter.

- 7.6 kW Level 2 EVSE (1) – Noodoe AC7LC and or equal

EVCS
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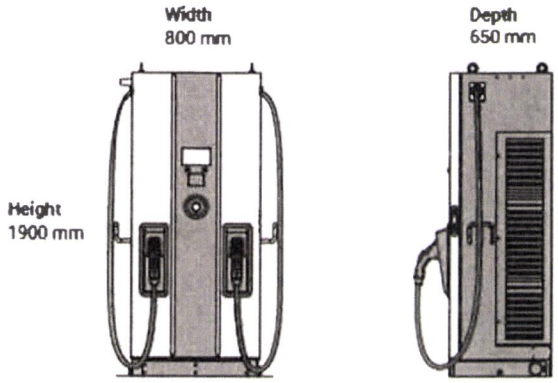
noodoe EV



SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	150 kW
Output power	CCS2: 200 A @150~500 Vdc or 157 A @950 Vdc CHAdeMO: 120 A @150~500 Vdc
Vehicle connector	CCS2, CHAdeMO
Charging cable length	4 m
Input power	3-phase, 5-wire, 380~415 Vac, 276 A maximum
Grounding system	TN, TT, IT
Efficiency	> 94%
Power factor	> 0.99
Display	7 inch LCD
Communication protocol	OCPP 1.6 JSON
Vehicle communication interface	ISO 15118
Network connectivity	Ethernet, Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B
Ingress protection(IP)	IP55
Impact protection	IK10
Electrical protection	Over voltage protection, over current protection, over power protection, over temperature protection, under voltage protection, surge protection device, insulation monitoring device, short circuit protection
Operating temperature	-30 °C to +50 °C
Dimensions	800 (W) x 1900 (H) x 650 (D) mm
Weight	450 kg
Certifications	CE, RED

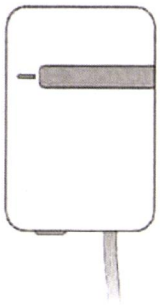
Noodoe EV OS

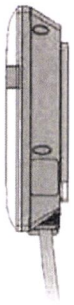
Noodoe Corp.
15F., No.19-13,
Sanchong Road,
Nangang District,
Taipei City 11501,
Taiwan
+886 2 7722 0677
info@noodoe.com
noodoe.com

Width
7.6 in / 192 mm

Depth
3.1 in / 79 mm

Height
11.1 in / 283 mm





SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	7.6 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS

Noodoe Inc.
9896 Bissonnet,
Suite 440
Houston, TX 7703,
United States
+1 281-888-3429
info@noodoe.com
noodoe.com

EVCS
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EXHIBIT B – Project Sites

Tri-Area Community Center in Chimacum
10 W Valley Rd., Chimacum, WA. 98325

Proposed installation location, highlighted in blue, pending site walk and discussion with county staff

SITE HOST AGREEMENT

This Site Host Agreement (hereafter the "**Agreement**") is effective as of **April 17, 2024** (hereafter the "**Effective Date**") by and between EV Charging Solutions, Inc., a California corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter "**EVCS**"), and **Jefferson County** with its principal place of business located at **1820 Jefferson St., Port Townsend, WA 98368** (hereafter "**Site Host**"). EVCS and Site Host may collectively be referred to herein as the "**Parties**" or individually as "**Party**."

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging ("**DCFC**") stations used for charging and/or recharging electric vehicles (hereafter the "**Equipment**"); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter "**Property**" and/or "**Site**") in the location more specifically identified herein as the Project Site: Port Townsend Community Center located at 620 Tyler St., in Port Townsend, and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. **Recitals**
   The Parties agree that the foregoing Recitals are true, correct, and accurate.

2. **EVCS' General Obligations for Equipment and Services**

EVCS shall provide the following equipment and services at EVCS sole expense:

a) Purchase of the Equipment (consisting of **4 DCFC Stations** and **1 Level II Stations)**, the general specifications for which are detailed in **Exhibit A** together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A)**;

b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the "**Project Site**") and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS' electrical contractor in accordance with Site Host's written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;

c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;

d) In EVCS' sole discretion, design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port;

e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;

f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles;

g) Periodic reports to Site Host on the utilization of the Equipment; and

3. Site Host General Obligations

Site Host shall undertake the following, at Site Host's sole expense:

a) Provide full, complete and unfettered access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement;

b) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;

c) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;

d) Allow full, complete and unfettered ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;

e) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;

f) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;

g) Use best efforts to prevent damage and vandalism of any type to the Equipment;

h) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;

i) Will not, and will not permit or allow any third party to, uninstall the Equipment;

j) Allow EVCS and its approved contractors full, complete and unfettered access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;

k) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;

l) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.

m) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.

n) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.

o) Promptly execute the Easement Agreement upon the request of EVCS or the applicable utility service provider. If the Site Host fails or refuses promptly to execute and return such Easement Agreement, whether due to Site Host's incapacity or any other cause, Site Host hereby irrevocably designates and appoints EVCS, and its duly authorized officers and agents, as Site Host's agents and attorneys-in-fact to execute and deliver such document and do all other lawfully permitted acts to further the easement rights described therein with the same force and effect as if executed by Site Host. Site Host agrees that this appointment of EVCS as agent and holder of this limited

power of attorney is durable and coupled with and interest. In the event that such Easement Agreement is not executed by Site Host as described above, and if such failure or refusal to execute such agreement blocks or precludes the completion of installation of the Equipment on the Project Site despite EVCS' exercise or attempted exercise of its rights as Site Host's agent and holder of Site Host's power of attorney, Site Host agrees that, in addition to all other rights and remedies available to EVCS hereunder, Site Host shall reimburse EVCS for all costs incurred by EVCS in connection with the preparation of the Project Site and/or the incomplete installation of the Equipment.

p) Shall fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement, and the breach of these provisions shall be a material breach that shall cause substantial harm to EVCS.

q) Provide EVCS with prompt notified of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

4. Revenue Sharing

The Parties agree that:

a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.

b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.

c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **$0.05** (five cents) for each kWh of electricity sold to customers utilizing the DCFC Equipment and **$0.03** (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided,

however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.

d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.

e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.

f) EVCS will use commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Property through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the Equipment shall be connected to Site Host's existing electrical meter. In order to allow EVCS to perform the necessary revenue sharing calculations, and reimburse any electrical costs, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis. In the event EVCS is unable to obtain copies of the electricity bills, or copies are not provided by the Site Host, then EVCS, in its sole discretion, may either (i) withhold payment until the electricity bills are provided, or (ii) calculate the amount of reimbursement for electricity using information available to EVCS from the administrative panel (*i.e.*, which indicates the amount of electricity that was dispensed by the charger(s)) and then assign, in its sole discretion, a per kWh value that will be multiplied by the amount of electricity dispensed by the charger(s). If EVCS chooses the above second option, then (a) once such calculation is made EVCS shall issue reimbursement for electricity based thereon, and (b) if the Site Host thereafter provides copies of appropriate electricity bills to EVCS, then EVCS will true up the calculation and issue payment for any resulting shortfall for the prior 12 months of activity from the date of electricity bills being submitted to EVCS.

g) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue

generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

h) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars ($100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars ($100) is due to Site Host.

i) See Exhibit C for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Optional Ten (10) Year Extension Option

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Ten-Year Extension to Site Host. In the event of said Ten-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the termination date of the Agreement to extend for an additional ten (10) year term from the expiration of the initial Term If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Ten (10) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

c) **Early Termination Clause**
This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months from issuance of the approved utility plan, and required utility easement, if applicable, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

6. **Ownership of Equipment and Content**
EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host.

7. **Installation Activities**
EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

8. **Limitations on Use of Project Site**
The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

11. Signage

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

14. Indemnification

a) EVCS shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of EVCS in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of EVCS and the County, its officers, officials, employees, agents and volunteers (and their marital communities) EVCS's liability, including the duty and cost to defend, shall be only for the EVCS's negligence. It is further specifically understood that the indemnification

provided constitutes the EVCS's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

15. Insurance

1. Prior to commencing work, EVCS shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

   a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $500,000 each occurrence with the County named as an additional insured in connection with EVCS's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

   b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars ($1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount ($2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

      i. Broad Form Property Damage, with no employee exclusion;

      ii. Personal Injury Liability, including extended bodily injury;

      iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;

      iv. Premises – Operations Liability (M&C);

      v. Independent Consultants and subcontractors;

      vi. Blanket Contractual Liability.

   c. The County shall be named as an "additional named insured" under all insurance

policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

d. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

e. EVCS shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and their elected officials, officers, and employees; and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County are "additional insureds" to a policy obtained by the EVCS refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of EVCS to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

f. Failure of EVCS to take out or maintain any required insurance shall not relieve EVCS from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

g. EVCS's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

h. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.

i. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of EVCS.

j. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or EVCS shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

k. Insurance companies issuing EVCS's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to EVCS until EVCS shall furnish additional security covering such judgment as may be determined by the County.

m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance EVCS must provide in order to comply with this Agreement.

n. The County may, upon EVCS's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to EVCS.

o. EVCS's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

q. EVCS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

r. EVCS shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.

s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

t. EVCS shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County.

u. EVCS shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

v. The County reserve the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

16. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

17. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR

INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY

CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

18. Disputes

The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County representative listed in Section 18., whose joint decision in the matter shall be final, but shall be subject to judicial review. If either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The Parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the respective Superior Courts in accordance with the laws of the State of Washington. EVCS hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

19. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), EVCS agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. EVCS further agrees that upon receipt of any written public record request, EVCS shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

20. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.
Attn: Thais Grossi,
Chief Operating Officer
11800 Clark Street
Arcadia, California 91006
thaisg@evcs.com
323.400.EVCS (3827)

Salesperson: Lorrie McKay

Rebate Program: ZEVIP 2023

SITE HOST:	**SECONDARY/EMERGENCY CONTACT:**
Company: Jefferson County	Company: Jefferson County
Attn: Tracy Coleman	Attn: Amanda Christofferson
Title: Central Services Director	Title: Grant Administrator
Add. 2:	Add. 2:
Email: TColeman@co.jefferson.wa.us	Email: amchristofferson@co.jefferson.wa.us
Phone: 360-385-9171	Phone: 360-385-9232

21. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

22. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.

IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

By:_____

Printed Name:_____

Title:_____

Date:_____

SITE HOST

Jefferson County, Board of Commissioners

By: _____ 4/22/24

Kate Dean, Chair Date

SEAL:

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

ATTEST:

Carolyn Gallaway 4/22/24

Carolyn Gallaway, CMC Date

Clerk of the Board

Approved as to form only:

signature on following page

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney

IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

By: gustavo occhiuzzo

Printed Name: Gustavo Occhiuzzo

Title: CEO

Date: 4.25.2024

SITE HOST

Jefferson County, Board of Commissioners

By: _____ 4/22/24

Kate Dean, Chair Date

SEAL:

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

ATTEST:

Carolyn Gallaway 4/22/24

Carolyn Gallaway, CMC Date

Clerk of the Board

Approved as to form only:

Signature on following page.

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney

IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

By: _____

Printed Name: _____

Title: _____

Date: _____

SITE HOST

Jefferson County, Board of Commissioners

By: _____

Kate Dean, Chair Date

SEAL:

ATTEST:

_____

Carolyn Gallaway, CMC Date

Clerk of the Board

Approved as to form only

April 2, 2024

_____

Philip C. Hunsucker Date

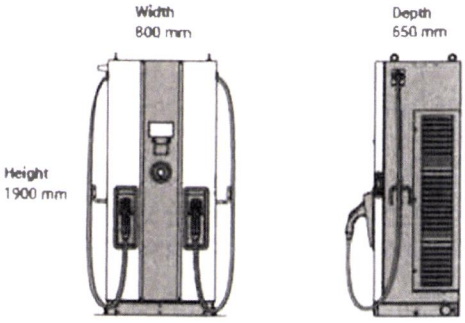
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

- 150 kW DC Fast Charger (4) – Noodoe 150P DCFC or equal. Each fast charger will have two ports. The default port will be SAE CCS1. One port at each site will be CHAdeMO. Each site will also provide capability to enable a NACS port or a Tesla adapter.

- 7.6 kW Level 2 EVSE (1) – Noodoe AC7LC and or equal

noodoe



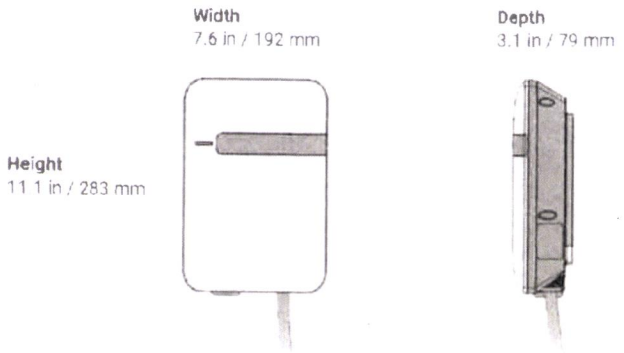
SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	150 kW
Output power	CCS2: 200 A @150~500 Vdc or 157 A @950 Vdc CHAdeMO: 120 A @150~500 Vdc
Vehicle connector	CCS2, CHAdeMO
Charging cable length	4 m
Input power	3-phase, 5-wire, 380~415 Vac, 276 A maximum
Grounding system	TN, TT, IT
Efficiency	> 94%
Power factor	> 0.99
Display	7 inch LCD
Communication protocol	OCPP 1.6 JSON
Vehicle communication interface	ISO 15118
Network connectivity	Ethernet, Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B
Ingress protection(IP)	IP55
Impact protection	IK10
Electrical protection	Over voltage protection, over current protection, over power protection, over temperature protection, under voltage protection, surge protection device, insulation monitoring device, short circuit protection
Operating temperature	-30 °C to +50 °C
Dimensions	800 (W) x 1900 (H) x 650 (D) mm
Weight	450 kg
Certifications	CE, RED

Noodoe EV OS

Noodoe Corp.
15F, No.19-13,
Sanchong Road,
Nangang District,
Taipei City 11503,
Taiwan
+886-2-2722-0677
info@noodoe.com
noodoe.com

noodoe EV



SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	7.6 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS

Noodoe Inc
3899 Bissonnet
Suite 440
Houston, TX 77025
United States
+1 281 888 3425
info@noodoe.com
noodoe.com

EXHIBIT B – Project Site Info

Project Site: Port Townsend Community Center located at 620 Tyler St., in Port Townsend, WA.

Utility/Electric Provider: Jefferson County Public Utility District

Electric Provider Acct. #: Not provided

Total Estimated Parking Spaces: 4 / Estimated Number of ADA Spaces: 0

Other: _____

EXHIBIT C – Site Host Banking Information (for ACH Payment Purposes)

Name on Account: Jefferson County

Name of Bank: 1st Security Bank

Bank Account Number: 105000007733

Bank Routing Number: 325-182-289

Board of County Commissioners
1820 Jefferson Street
PO Box 1220
Port Townsend, WA 98368

Kate Dean, District 1 Heidi Eisenhour, District 2 Greg Brotherton, District 3

May 8, 2023

EV Charging Solutions, Inc. (EVCS)
11800 Clark Street
Arcadia, CA 91006

RE: DC Fast Charging Stations Letter of Intent

Dear Mr. Vishnevsky,

The Board of Commissioners of Jefferson County, Washington appreciates the opportunity to include four Jefferson County locations in your larger grant application for Washington State Department of Transportation's (WSDOT) Zero Emission Vehicle Partnership Program (ZEVIP) funding to install and maintain publicly-available, direct-current fast charging stations for electric vehicles at or adjacent to:

- Tri-Area Community Center (10 W Valley Rd., Chimacum, WA 98325)
- Port Townsend Community Center (620 Tyler St., Port Townsend, WA 98368)
- Olympic Peninsula Gateway Visitors Center (93 Beaver Valley Rd. Port Ludlow, WA 98365)
- Jefferson County Courthouse Park (1820 Jefferson St, Port Townsend, WA 98368)

As the market share of electric vehicles increases, we see a good value in providing this charging amenity for our customers, tenants and visitors.

We understand that the installation and maintenance of these charging stations is dependent upon the award of funding through the WSDOT ZEVIP program or other grants, as well as the execution of a site host agreement between our two parties.

Our understanding is that EVCS and its grant partners will be responsible for submitting the ZEVIP applications. Our role in the application process will be fulfilled through this letter of intent and by providing access to our sites for the EVCS site development team.

If funds are awarded, we understand that no capital or operating costs will be required from Jefferson County for the completion of these charging station installations or the maintenance of the chargers. We further understand that EVCS will provide a revenue share of five cents per kilowatt-hour sold at these charging stations to our company as compensation for the dedicated use of four to ten parking spots and space for the electrical switchgear and equipment.

This final site host agreement will contain exhibits which will describe the specific equipment, locations, and design of these charging stations, and will be approved by our legislative body before permitting is initiated.

Please consider this letter as our intent to be the host of sites for EVCS owned and operated fast-charging stations and our intent to enter into a site host agreement within thirty days of the project funding pending successful negotiation of agreement terms by both parties.

Sincerely,

Excused Absence

Kate Dean, District No. 1 Heidi Eisenhour, District No. 2 Greg Brotherton, Chair, District No. 3

Phone (360) 385-9100 Fax (360) 385-9382 jeffboce@co.jefferson.wa.us

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of Commissioners**

FROM: **Chris Goy, Central Services Director**

DATE: **May 8, 2023**

RE: **Letter of Intent – ZEVIP Electric Vehicle Charging Stations Funding Opportunity**

STATEMENT OF ISSUE: The Washington State Department of Transportation (WSDOT) is conducting an open competitive grant solicitation for the installation of electric vehicle direct-current fast charging stations at publicly accessible sites along priority State Route corridors across Washington entitled the Zero Emission Vehicle Infrastructure Program (ZEVIP). Governmental entities are required to apply alongside a private sector partner. Four viable County-owned properties have been identified at this time.

ANALYSIS: In order to proceed with obtaining assistance from a grant aggregator (Cyan Strategies) to apply for the ZEVIP grant and secure an exemplary private sector partner, the grant aggregator has requested a letter of intent from the Jefferson County Board of Commissioners for their support of those actions. Cyan Strategies has helped its clients win over 95 percent of all ZEVIP awards and last funding round, all initial awards went to Cyan Strategies' clients. Cyan Strategies is already underway with another project through the City of Port Townsend for direct-current fast charging stations at the Jefferson County Chamber of Commerce offices. Electric Vehicle Charging Stations (EVCS) is Cyan Strategies' recommended private partner. Currently operating 173 electric vehicle charging stations nationwide, 252 DC fast chargers, and dozens of locations in the Pacific Northwest, EVCS would be a highly reputable private sector partner. EVCS and Cyan Strategies provide a unique business model which coordinates all grant application functions, requires no financial support from Jefferson County for capital or operating expenses, remains responsible for long-term maintenance, and pays site host five cents per kilowatt-hour dispensed.

FISCAL IMPACT: Zero dollars ($0.00) in installation or maintenance costs incurred by Jefferson County for the length of the agreement, the terms of which are negotiable following the grant being awarded. Additionally, if signed by the Board of Commissioners, the standard revenue agreement from all installed charging stations would be five cents per kilowatt-hour ($0.05/kWh) to Jefferson County. Estimated annual revenue is difficult to ascertain at this moment until regular usage trends can be observed.

RECOMMENDATION: That the Board of Commissioners sign the attached letter of intent. This letter of intent is non-binding and the Board retains the right to not proceed with an agreement at a later date.

REVIEWED BY:

Mark McCauley, County Administrator — Date 5/4/23