

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”) and Daniel Boone Regional Library, a multi-county library political subdivision pursuant to § 70.210, RSMo (hereinafter “DBRL”), is entered into consistent with § 70.220, RSMo, on the date of the last signatory noted below, (the “Effective Date”). City and DBRL are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, City and DBRL desire to provide electric vehicle (hereinafter “EV”) charging stations within the local area to include specifically at DBRL’s Columbia location as set forth herein (hereinafter “Project”); and

WHEREAS, City has received a Charging and Fueling Infrastructure Discretionary Grant Program (hereinafter “CFI Grant”) from the U.S. Department of Transportation, Federal Highway Administration, Office of Acquisitions & Grants Management to build new EV charging stations at locations in and around the City of Columbia, including DBRL’s Columbia location. The federal share of the CFI Grant is \$3,610,708 and City’s match is \$902,677; and

WHEREAS, DBRL is location number three of four within the CFI Grant. At the DBRL location, City and DBRL intend to install, and the CFI Grant provides for the installation of, two (2) dual port Level II charging stations at DBRL’s overflow surface parking lot located at Broadway and Garth (1 North Garth, Columbia, Missouri). Project installation activities within the CFI Grant include trenching and repair in the asphalt parking lot, installation of conduit, conductors, chargers, communication equipment, EV signage, striping and bollards; and

WHEREAS, the CFI Grant and the Parties intend for DBRL to own and operate the EV charging stations at their location. DBRL will be responsible for operation and maintenance of their EV charging stations and may satisfy some or all of such responsibilities through contractual arrangement(s) with third-party vendor(s).

NOW THEREFORE, in light of the above-stated recitals, the Parties agree to the following:

1. **Purpose.** The purpose of this Memorandum of Understanding is to acquire, install and provide EV charging stations at DBRL’s parking lot at Broadway and Garth (1 North Garth, Columbia, Missouri) consistent with the CFI Grant awarded to City. These charging stations will be available for public use as required by the CFI Grant. This Project is in the public interest.
2. **Memorandum of Understanding.** This MOU evidences the intention and desire of City and DBRL to commit their time and financial resources to enter into definitive agreements negotiated, authorized, and entered into by City and DBRL to develop, construct and install EV charging stations as set forth in the MOU. Costs for work set

forth in this MOU are projected to be \$224,085. The timeline for the Project will accommodate DBRL's schedule for providing its twenty percent (20%) match.

**3. City Responsibilities.** City agrees to provide the following:

- a. Facilitate the procurement process for contractor(s) to complete the development, construction and installation of the EV charging stations; coordinate and communicate with DBRL in considering potential contractor(s); and City will make the final selection of contractor(s) considering DBRL's feedback.
- b. Facilitate the procurement process for contractor(s) to provide tier one (1) third-party charging management services including the maintenance of the station management features which may include network access, payment processing, record management, power sharing, access controls, and price management; and such contractor(s) will also provide parts and labor warranty service, remote technical support, and on-site repairs over an anticipated five (5) year period.
- c. Facilitate payment to contractor(s) for their services.
- d. Facilitate education and community engagement regarding the EV charging stations in compliance with the CFI Grant.
- e. Facilitate reporting required for CFI Grant compliance.

**4. DBRL Responsibilities.** DBRL agrees to provide the following:

- a. Provide access for ingress and egress, and any authorization or easements necessary, for the development, construction and installation of the EV charging stations at the DBRL location.
- b. Coordinate with contractor(s) and City for development, construction and installation work at the DBRL location.
- c. Provide twenty percent (20%) cash match for development, construction and installation costs at the DBRL location payable to City.
- d. Own and operate EV charging stations including setting customer fees and charging power rates.
- e. Maintain EV charging stations and operating conditions at DBRL's cost in compliance with CFI Grant requirements for the performance period including signage, security, access and availability.
- f. Communicate and coordinate with contractor(s) for resolution of any issues with EV charging stations at DBRL's cost.

- g. Pay the utility provider for EV charging station electric power usage.
  - h. Cooperate with City in its provision of education and community engagement regarding the EV charging stations in compliance with the CFI Grant.
  - i. Provide to City any data and access needed for CFI Grant reporting compliance.
5. **CFI Grant Contingency.** This MOU is contingent upon City receiving CFI Grant funding.
6. **No Waiver of Immunities.** Nothing herein shall be construed as a waiver or limitation of City's or DBRL's rights or defenses with regard to City's and DBRL's statutory, sovereign, governmental, or official immunities provided by federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands of the day and year first written below.

**CITY OF COLUMBIA, MISSOURI**

\_\_\_\_\_  
De'Carlton Seewood, City Manager

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor / ek

CERTIFICATION: I hereby certify that this MOU is within the purpose of the appropriation to which it is to be charged, account number 44008840-604990-00921, and that there is an unencumbered balance to the credit of such account sufficient to pay therefor.

\_\_\_\_\_  
Matthew Lue, Director of Finance

**DANIEL BOONE REGIONAL LIBRARY**

  
By: Margrace Buckler, Regional Board President

Dated: Oct. 10, 2024