

**MEMORANDUM OF UNDERSTANDING  
FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made on \_\_\_\_\_, 2021 (“**Effective Date**”) by and between Lompoc Valley Medical Center, a local health care district of the State of California (“**LVMC**”), and the City of Lompoc, a municipal corporation (“**City**”), sometimes collectively referred to herein as the “**Parties**” or individually at “**Party**,” with reference to the following facts:

- A. LVMC owns the Lompoc Valley Medical Center, located at 1515 East Ocean Avenue, in the City of Lompoc (“**Property**”). The Property includes a parking lot.
- B. City owns two BEAM EV ARC 2020 solar-powered electric vehicle charging stations (“**Charging Stations**”). City has applied for a 2020 Clean Air Grant (“**Grant**”) from the Santa Barbara County Air Pollution Control District (APCD) under which APCD will reimburse the City for a portion of the cost of the Charging Stations subject to compliance with the Grant terms.
- C. In order to comply with the terms of the Grant, City would like to place the Charging Stations in the parking lot on the Property for use by the public as well as patrons and employees of the Medical Center.
- D. LVMC agrees to allow City to place the Charging Stations in the Property parking lot in accordance with the terms of this MOU.

THEREFORE, for good and valuable consideration, the Parties agree as follows:

- 1. **License.** LVMC grants City a license to place the Charging Stations in the parking lot of the Property, at locations mutually agreed to by the Parties.
- 2. **City Responsibilities.** City’s responsibilities under this MOU are as follows:
  - (a) **Installation/Removal.** City will provide for and pay all costs associated with the placement, installation, and relocation (if any) of the Charging Stations on the Property, and the removal of the Charging Stations from the Property upon the expiration or termination of this MOU.
  - (b) **Maintenance.** City will provide for and pay all costs associated with maintenance of the Charging Stations.
  - (c) **Signage.** City will pay all costs of any necessary signage, including its removal at expiration or termination of this MOU.

(d) **Contact Person.** City will provide LVMC with contact information for a City staff member who will be available to respond during normal City business hours to any issues that may arise concerning the Charging Stations, and the City will promptly respond to such issues.

(e) **Grant Compliance.** City is solely responsible for compliance with all terms and conditions of the Grant.

(f) **Indemnification.** City shall hold harmless, defend, and indemnify LVMC, its agents, officers, employees, and volunteers from and against any liability, claims, actions, costs, damages, or losses (“**liability**”) of any kind, including death, injury and property damage, which any third party or entity asserts to have arisen out of (a) use of the Charging Stations, or (b) any act or omission of City under this MOU. Notwithstanding the generality of the foregoing, City’s obligation to hold harmless, defend, and indemnify LVMC shall not extend to liability arising out of the negligence or willful misconduct of LVMC, its agents, officers, employees, or volunteers.

3. **LVMC Responsibilities.** LVMC’s responsibilities under this MOU are as follows:

(a) **Property Access.** LVMC will provide City with access to the Property for the purpose of installing, maintaining, and removing the Charging Stations.

(b) **Public Access.** LVMC will ensure that the Charging Stations remain publicly accessible except during temporary periods of parking lot maintenance or similar activities.

(c) **Notices to City.** LVMC will promptly inform City of any issues with the Charging Stations to which City may need to respond, including but not limited to the Charging Stations not working or damage or vandalism to the Charging Stations.

(d) **No Interference with Charging Stations.** LVMC shall not attempt to move, maintain, or fix the Charging Stations unless such actions are necessary to avoid an imminent threat to health and safety.

4. **Compensation.** Neither Party shall receive any compensation from the other Party under this MOU.

5. **Term; Termination.**

(a) **Term.** This MOU shall become effective on the Effective Date, and shall continue in effect for three (3) years following APCD Approval, as defined below, unless terminated sooner (“**Initial Term**”). Following installation of the Charging Stations, City will notify APCD and APCD will come to the Property to inspect the Charging Stations and issue an approval of compliance by City with the terms of the Grant (“**APCD Approval**”). City shall provide LVMC with notice of the APCD Approval. The Parties may choose to extend the term of this MOU beyond the Initial Term through a written amendment signed by both Parties.

(b) **Termination.** During the Initial Term, this MOU may be terminated (i) immediately by City if APCD does not issue APCD Approval or otherwise does not provide funding under the Grant, (ii) by mutual agreement of the Parties for any reason, or (iii) by either Party for cause if the non-terminating Party fails to cure a violation of this MOU within 30 days of receiving notice of such violation from the other Party (or a longer period specified in the notice of violation if the violation cannot reasonably be cured in 30 days, provided the violating Party diligently pursues such cure). During any extension of this MOU beyond the Initial Term, this MOU may be terminated by either Party for any reason upon 60 days' written notice.

6. **Relationship of the Parties.** Nothing in this MOU is intended to make either of the Parties, or their agents, employees, officers, or volunteers an agent, employee, officer, or volunteer of the other Party for any purposes whatsoever. City shall not in any way or for any purpose become or be deemed to be a partner of LVMC or a joint venturer or a member of any joint enterprise with LVMC.

7. **Attorney Fees.** In the event of any litigation to enforce or construe the terms of this MOU, the prevailing party therein shall be entitled to recover reasonable attorneys' fees and costs.

8. **Understanding of the Parties.** This MOU represents the complete understanding between the Parties with respect to the matters set forth herein. No amendment or modification of this MOU shall be valid unless evidenced in writing and executed by the Parties thereto.

9. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

10. **Authority.** The persons executing this MOU on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this MOU on behalf of said Party, (iii) by so executing this MOU, such Party is formally bound to the provisions of this MOU, and (iv) that entering into this MOU does not violate any provision of any other agreement to which said Party is bound. This MOU shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CITY OF LOMPOC**

**LOMPOC VALLEY MEDICAL CENTER**

By: \_\_\_\_\_  
James Throop  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVE AS TO FORM:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Malawy  
City Attorney

Its: \_\_\_\_\_