



TO: Mayor and Councilmembers
FROM: Peter Imhof, Planning and Environmental Review Director
CONTACT: Cindy Moore, Sustainability Coordinator
SUBJECT: Purchase of Electric Vehicle Charging Equipment

RECOMMENDATION:

Authorize the City Manager to execute a purchase agreement with BEAM Global for an EV ARC™ 2020 (EV ARC), a 100% off-grid, solar-powered electric vehicle (EV) charger for a total not-to-exceed amount of \$82,333.

BACKGROUND:

The Santa Barbara County Air Pollution Control District (APCD) provides grant funding from the California Air Resources Board's Carl Moyer Program for the installation of infrastructure to improve local air quality and benefit public health by achieving emission reductions. To further support the City's 100% Renewable Energy goal and deployment of EV infrastructure in Goleta, staff applied for funding under APCD's 2020 Clean Air Grants Infrastructure Program to purchase an off-grid, solar-powered, dual port EV charging station at City Hall. APCD subsequently notified the City of an offer of grant funds for this equipment totaling \$61,333. This amount covers approximately 75% of the equipment cost, which is discounted for California public entities per the State of California DGS contract.¹ The APCD requires the grant recipient to provide matching funds for any residual equipment costs not covered by the grant funds. The remaining matching funds of approximately \$21,000 will come from the Sustainability Program's portion of the existing CalOES grant allocation of \$54,970 that was awarded in FY 19/20, requiring no cash outlay by the City for the equipment.

On March 2, 2021, the City Council authorized the City Manager to execute a grant agreement with the APCD for receipt of the grant funds and approved a budget appropriation to purchase the electrical vehicle charging equipment for City Hall. At that meeting, Council also authorized use of \$21,000 from the CalOES PSPS Grant Account as matching funds to purchase the equipment.

¹ California State Contract #1-18-61-16.

This is a follow-on action to authorize the equipment purchase agreement with the vendor, BEAM Global, a San Diego-based company that specializes in infrastructure products for the electrification of transportation for a total not-to-exceed amount of \$82,333 (Attachment 1).

DISCUSSION:

The EV ARC is a transportable, 100% off-grid, solar-powered EV charger that can also serve as a mobile emergency preparedness and energy resiliency asset. The unit fits in a standard parking space and, being grid independent, requires no construction, trenching or electrical circuit work, allowing for fast deployment in minutes. With this approval, BEAM has confirmed that Goleta would be the first organization in Santa Barbara County to deploy this equipment.

The EV ARC™ would power a ChargePoint dual-plug charger and includes onboard battery storage capable of generating and storing electricity to charge up to 245 miles of electric driving in a single day. The unit also includes an emergency power panel that provides a source of emergency power in the event of an electrical outage. The EV ARC 2020 information sheet is included as Attachment 2.

When purchasing through the State of California contract, the equipment comes with a one-year warranty, a one-year operation and maintenance plan, and a 12-month, wireless remote monitoring and management system (RMMS) with a one-year, pre-paid 4G Verizon cellular plan. This allows for monitoring of the equipment, solar production, EV charging status, EV charging energy output, and unit battery level. It also allows BEAM to remotely trouble-shoot any issues as needed.

Following execution of the agreement by the City of Goleta and BEAM, the City will submit a purchase order to BEAM. The State of California Contract guarantees delivery within 90 days from receipt of the purchase order. The lead time for delivery of the equipment could be shorter depending on backlog at the time of the order and deployment would be shortly following delivery since no construction is required.

FISCAL IMPACTS:

The total associated costs of \$81,778.05 for deploying the EV ARC 2020 will be completely covered by grant funds of \$82,333 available for this purchase. Grant funds include the APCD Clean Air Grants Infrastructure Program funds of \$61,333 and a portion of the CalOES 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation of \$21,000, previously received by the Sustainability Program. The following table summarizes the grant funds to be utilized for purchasing the EV charging equipment.

EV ARC 2020 Autonomous Renewable Charger, FY 20/21				
Fund Type	Account	FY 20/21 Current Budget	YTD Actuals + Encumbrance	Available Budget
APCD Grant	237-40- 4500- 44701	\$61,333	\$0	\$61,333
Cal OES PSPS Grant	323-60- 6100- 51200	\$54,970	\$33,970	\$21,000
Total		\$54,970	\$0	\$82,333

*CalOES PSPS grant award totaled \$100,945 and was appropriated in Q3 2020. Of the \$100,945, \$54,970 was identified for consulting costs to determine the viability of solar power and battery energy storage and to create an Energy Assurance Plan. Staff is now recommending \$21,000 to be utilized for purchase of the EV charging equipment, leaving a balance of \$33,970 for other energy resilience planning efforts.

The total estimated equipment cost is approximately \$81,778.05, with the final applicable sales tax calculated and billed upon invoicing. Once purchased and put into use, the new equipment will increase the City's capital assets by \$81,778.05 and be annually depreciated with an estimated useful life of 20 years.

Because the unit is off grid, there would be no monthly utility bill for operations. However, after year one, future costs associated with annual fees related to the RMMS and any desired operations and maintenance plan would be anticipated. The RMMS fee is currently \$396 per year, the ChargePoint subscription is \$270 per year per plug, and the operation and maintenance plan is \$582.75 per year, resulting in total estimated annual cost of \$1,518.75 after the first year. The APCD agreement requires that charging stations be accessible to the public at minimum during regular business hours. Should the City decide to charge for usage, fees for charging vehicles would allow for recovery of these future operating costs. In that instance, the City would work with BEAM and ChargePoint to determine the appropriate charging session fee.

ALTERNATIVES:

The Council may elect not to authorize the requested purchase agreement. Acceptance of the grant funds from the APCD for the EV renewable charging equipment is voluntary and the City is under no obligation to participate in the program. The CalOES grant funds have already been received and would be redirected to energy assurance planning described in the departmental Annual Work Program for the Sustainability Program.


Reviewed By:

Legal Review By:

Approved By:


 Kristine Schmidt
 Assistant City Manager


 Michael Jenkins
 City Attorney


 Michelle Greene
 City Manager

ATTACHMENTS:

1. Purchase Agreement Between the City of Goleta and BEAM Global
2. EV ARC 2020 Information Sheet

ATTACHMENT 1

Purchase Agreement
Between
the City of Goleta and BEAM Global

**PURCHASE AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
BEAM GLOBAL**

THIS PURCHASE AGREEMENT ("Agreement") made and entered into this 15th day of June, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **BEAM Global**, a California corporation (herein referred to as "Vendor").

WHEREAS, City has a need to purchase an electric vehicle autonomous renewable charger;

WHEREAS, Vendor represents that it is sufficiently experienced and capable of providing the equipment that is the subject of this agreement and are sufficiently familiar with the needs of the City; and

WHEREAS, the City Council, on this 15th day of June, 2021, approved this Agreement and authorized the City Manager to execute this Agreement.

City and Vendor agree as follows:

1. DESCRIPTION OF EQUIPMENT

The equipment to be purchased is described as follows:

Electrical vehicle charging station that can also serve as an emergency preparedness and energy resiliency asset in conjunction with the Santa Barbara County Air Pollution Control District 2020 Clean Air Grants Program and the California Office of Emergency Services Public Safety Power Shut-off Resiliency Allocation. Equipment shall generally include one off-grid, solar-powered dual port electrical vehicle charging station, as more particularly set forth in the List of Equipment, attached as Exhibit "A," and incorporated herein. Vendor shall deliver to City the deliverables defined in Exhibit "A":

2. ACCEPTANCE/AGREEMENT

City of Goleta reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Vendor, to accept any item in a quotation. By signing this Purchase Agreement, Vendor agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Vendor. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This Purchase Agreement, including all specifications and drawings, bid documents including exhibits, shall constitute the entire agreement between the parties unless modified in writing by the City.

3. CITY'S PROPERTY

Vendor agrees that the information, tools, jigs, dies, or materials, and drawings, patterns, and specification supplied or paid for by the City shall be and remains City's property and shall be held by Vendor for the City unless directed otherwise. Vendor shall account for such items and keep them protected, insured, and in good working conditions without expense to the City.

4. DELIVERY

The terms of delivery are ninety days. Deliveries shall be free on board (FOB) and Vendor shall identify with City staff where equipment is to be delivered. The obligation of Vendor to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this Purchase Agreement, no boxing, packing, or cartage charge will be allowed. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to the City's written instruction. Items not delivered may be canceled without penalty to the City. Shipments in greater or lesser quantity than ordered may be returned at Vendor's expense unless written authorization is issued by the City.

5. PRICES

The total price for equipment identified in Exhibit A shall not exceed the sum of eighty-two thousand three-hundred thirty-three dollars (\$82,333). Notwithstanding the prices set forth in the Purchase Agreement the City shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Vendor at any time prior to the last delivery of goods or services covered by this Purchase Agreement.

6. TERMINATION

The City shall have the right to terminate this Purchase Agreement or any part thereof upon ten (10) days notice in writing to Vendor for the following reasons:

- a) Without Cause. The City may terminate all or any part of this Purchase Agreement without cause. Any claim by Vendor for damages due to termination without cause must be submitted to the City within thirty (30) days after effective date of termination.
- b) For Cause. If Vendor fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties

applicable to this Purchase Agreement, the City may, in addition to any other right or remedy provided by this Purchase Agreement or by law, terminate all or any part of this Purchase Agreement in writing without any liability of the City with respect to Vendor at any time during the term of this Purchase Agreement. In the event of termination for cause, the City may purchase supplies or services elsewhere on such terms or in such manner as the City may deem appropriate and Vendor shall be liable to the City for any cost and other expenses incurred by the City which is charged to the City.

7. CITY PROJECT MANAGER

The equipment to be purchased by Vendor shall be accomplished under the general direction of the City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Cindy Moore. Project Manager shall have the authority to act on behalf of the City in administering this Agreement but shall not be authorized to increase the not to exceed amount Agreement.

8. CHANGES

The City shall have the right at any time by written notice via Purchase Agreement Change Order to Vendor to make changes in the specifications, the quantity of items called for, delivery schedules, and requirements covering testing, packaging, or destination. Any claim by Vendor for adjustment under this clause shall be deemed waived unless made in writing within (10) days after receipt by Vendor of notice of such change. Price increases or extensions of time for delivery shall not be binding on the City unless evidenced by a Purchase Agreement Change Order issued by the City's Purchasing Officer.

9. INSPECTION

The City shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this Purchase Agreement. All materials, supplies, services and/or installations must be furnished as specified.

- a) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Vendor's expense. The City may charge Vendor for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.
- b) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Vendor's expense. All of the above notwithstanding prior payment by the City.

10. WARRANTY

Vendor expressly warrants that all materials, supplies, services and/or installations covered by this Purchase Agreement shall:

- a) Conform to the specifications, drawings, samples, or other descriptions specified by the City or if none are so specified, to Vendor's standard specification;
- b) Be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;
- c) Be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);
- d) Be performed within the rules and regulations of the Occupational Safety and Health Act of 1970 (as amended);
- e) Be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act; the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs. Vendor further expressly agrees to protect, indemnify, and hold harmless the City, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Vendor's failure to furnish materials or supplies or perform services that conform with any warranty contained herein.
- f) Have good marketable title.
- g) All Warranties to be provided under this Purchase Agreement shall be manufacturers' warranties.

9. GOVERNING LAW

This Purchase Agreement shall be governed by the laws of the State of California.

10. INDEPENDENT CONTRACTOR, INSURANCE

Vendor shall, at Vendor's sole cost and expense, maintain and provide insurance as described herein. All insurance is to be placed with insurers

authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City. Liability insurance policies required to be provided by Vendor hereunder shall be endorsed to adequately protect the City against such damage, liabilities, claims, losses, and expenses (including attorneys' fees).

Insurance shall include the following (or broader) coverage:

Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

11. EQUAL OPPORTUNITY CLAUSE

Vendor shall comply with all federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination, because of race, color, national origin, religion, age, sex or handicap.

12. FORCE MAJEURE

The City may delay delivery or acceptance occasioned by causes beyond its control. Vendor shall hold such materials, supplies, services and or installations at the direction of the City and shall deliver them when the cause affecting the delay has been removed. The City shall be responsible only for Vendor's direct additional costs in holding the goods or delaying performance of this Purchase Agreement at the City's request. Vendor shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Vendor notifies the City as soon as they occur. The City may cancel this Purchase Agreement if such delay exceeds thirty (30) days from the original delivery date. Vendor shall use its best efforts to grant preference to this Purchase Agreement over those of other customers which were placed after this Purchase Agreement

13. CITY OF AGENT OR FACTOR

Vendor represents that, whenever it executes this Purchase Agreement on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to the City. Vendor shall be deemed to have the legal authority to enter into this Purchase Agreement with the City on behalf of the third party.

14. INTERPRETATION OF CONTRACT DOCUMENTS

In the event of a conflict between the terms of this Purchase Agreement and the attached specification with respect to any obligation of Vendor, the provision which impose the greater obligations upon Vendor shall prevail.

15. INDEMNIFICATION

Vendor shall protect, defend, indemnify, and hold the City harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Vendor's negligence (including supplying defective products) in providing the goods or services purchased hereunder or from any act or omission of Vendor, its agents, employees, or subcontractors.

16. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this Agreement.

17. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Vendor.

18. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

19. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Vendor's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY


DocuSigned by:

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Winnie Cai, Assistant City Attorney

Exhibit A



May 19, 2021



City of Goleta

Proposal for one (1) EV ARC™ 2020 unit (Electric Vehicle Autonomous Renewable Charger)

Product Description

The patented EV ARC™ 2020 is the world's first and only fully autonomous, transportable, solar powered electric vehicle charging station. Designed, engineered and manufactured in the US, the EV ARC™ 2020 measures 7.5' X 18' at the base pad and fits inside a standard parking space without reducing available parking while simultaneously being ADA compliant.

The City of Goleta's EV ARC™ 2020 unit will be capable of delivering enough clean, solar electricity to charge up to 265 miles of electric driving in a single day. Thanks to its battery storage, it can charge electric vehicles day or night, or even during periods of cloudiness, and is also an excellent source of emergency/alternative energy. The electricity produced is clean and renewable, reducing 100% of greenhouse gas emissions from ICE vehicles and electric vehicles powered from the grid.

The EV ARC™ 2020 is deployed in minutes and does not require a building permit in most jurisdictions. It does not require civil or electrical engineering, foundations, trenching, electrical connections or upgrades. It will produce energy reliably and consistently but will not generate a utility bill. It's no wonder that Google, the City of New York and the State of California have trusted the EV ARC™ product line to charge their electric vehicles.

Your EV ARC™ 2020 is an American made product and will be fabricated in our San Diego, California facility.

BUYER:

Deliver 1 EV ARC™ 2020 To:
City of Goleta
130 Cremona Drive
Goleta, CA 93117

Bill To:
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Attn:
Cindy Moore
Sustainability Coordinator
(805) 637-2073
cmoore@cityofgoleta.org

SELLER:

Beam Global
5660 Eastgate Drive
San Diego, CA 92121
Attn: Andy Ike
(858) 790-8140
Andy.Ike@BeamForAll.com



Beam Global
Toll Free: 866.746.0514 Fax: 858.799.4592

City of Goleta
PER agreement with BEAM Global
Page 10 of 11



City of Goleta's EV ARC™ Components:

- Twelve (12) 360w PV modules or equivalent
- Structural Steel canopy, column, and ballasted pad
- Exclusive and Patented BeamTrak™ Sun Tracking System
- Truss Integrated LED Lights
- Shore power hook up capabilities
- ChargePoint CT-4023-GW1 (Dual-Plug EVSE)
- Increase Battery Storage capacity to 43 kWh
- Emergency Power Panel
- AC / USB Outlets
- Bumper Stops
- Wireless monitoring accessibility of the BMS, Charge Controller and BeamTrak™ – Buyer Access to data included, data plan and EVSE subscription costs are included for first twelve (12) months in DGS contract.

Pricing

Description	Quantity	Unit Price	Cost
EV ARC™ 2020 with ChargePoint CT4023-GW1, dual-plug derated level-2 smart/networked charging station (Includes 2% DGS discount) CLIN 2 on Price Worksheet – DGS Contract #1-18-61-16	1	\$63,160.02	\$63,160.02
Increase Battery Storage Capacity to 43 kWh (Includes 2% DGS Discount) CLIN 13 on Price Worksheet – DGS Contract #1-18-61-16	2	\$4,910.78	\$9,821.56
Emergency Power Panel (Includes 2% DGS Discount) CLIN 14 on Price Worksheet – DGS Contract #1-18-61-16	1	\$1,925.70	\$1,925.70
AC and USB Outlets (Includes 2% DGS Discount) Segment ID A on Price Worksheet - DGS Contract #1-18-61-16	1	\$631.12	\$631.12
Bumper Stops (Includes 2% DGS Discount) CLIN 15 on Price Worksheet – DGS Contract #1-18-61-16	1	\$357.70	\$357.70
Remote Monitoring & Management Systems (RMMS) - 12 months Included 4G wireless, BeamTrak™ tracking technology, Optics monitoring	1	\$396.00	N/C
EV ARC™ Warranty (1-Year) Included in DGS Contract #1-18-61-16	1	N/C	N/C
Price			\$75,896.10
S & H Included in DGS Contract #1-18-61-16			N/C
Estimated Tax (Goleta, CA)			\$5,881.95
Total Price			<u>\$81,778.05</u>

*Applicable sales tax to be calculated and billed upon invoicing

Payment Terms: Net 30 Days

Quote Valid Until July 19, 2021

Beam Global
Toll Free: 866.746.0514 Fax: 858.799.4592

City of Goleta
PER agreement with BEAM Global
Page 11 of 11

ATTACHMENT 2

EV ARC 2020 Information Sheet



Formerly Envision Solar

EV ARC™ 2020

The EV ARC™ 2020 is the only rapidly deployed, transportable but permanent, EV charging solution. Grid independent and 100% sustainable, it deploys in minutes without permitting, construction or electrical work. It will charge electric vehicles with the EV charger of your choice, even during grid failures. You'll never get a utility bill.

Sustainable EV Charging

The EV ARC tracks the sun and generates and stores all of its own electricity. It fits inside a standard parking space and because vehicles easily park on it you won't lose a single spot. Reaching as many as 12 vehicles, it can charge up to six EVs at the same time. Use it day or night and during periods of inclement weather.

Join organizations across the U.S. like Google, New York City and Caltrans who are Driving on Sunshine.



EV Charging Deployed in Minutes Not Months



Rapidly Scalable



No Permits,
No Construction



Any Brand Charger,
Pre-Mounted



Charge 24/7: Night,
Rain, Grid Failures



Get the Charger Brand You Want



Fastest Deployed



Most Scalable



Lowest TCO

Vital Energy When and Where You Need It

The EV ARC™ 2020 is off-grid so generates no utility bill and can charge EVs during power outages. It provides emergency power for first responders, is wind-rated to 120mph, flood-proof to 9.5' and ADA compliant. Units are deployed in minutes by a Beam Deployment Expert and require zero contact.

EV ARC™ 2020 Specifications

Performance	
Solar Array	4.3 kW
Daily Range Delivered ¹	Up to 245 e-miles
Battery Storage Options	24,32.43 kWh
Total EV Charger Power ²	Up to 4.3 kW
EV Charger Type ^{3,4}	Any brand; 1-6 plugs; types J1772 or CHAdeMO
Certified Wind Load	120 mph

1. Range will vary based on local conditions
2. Actual total output power depends on EV model and charger model
3. Supports a variety of quality EV chargers that come pre-mounted
4. Power may be reduced based on number of circuits, EV model and charger model.

Major Component Ratings

UL 94 V-0 (Battery); UL 1741, CSA C22.2 No. 107.1 (Inverter and Charge Controller); UL 1778 Annex FF (Inverter); UL 1703, IEC 61215, IEC 61730 (Solar Panels), UL2594 UL2231 (EVSE)

Mechanical	
Array Dimensions (LxW)	21 x 10.6 ft
Max Height	15.3 ft
Min Clearance	9 ft
Base-Pad Footprint (LxW)	18 x 7.5 ft
Weight ⁵	<12,500 lbs
Surface Loading ⁶	8.14 psi
Standard Shipping Methods	ARC Mobility™ Trailer/ Truck & Trailer / Shipping Container
Transformer ARC Stowed Shipping Size (LxWxH) ⁷	18 x 7.5 x 7.6 ft

5. Exact weight varies based on EV ARC™ model and options
6. Pressure calculated by weight distributed over 8in x 24in anti-skid pads
7. Enables domestic and international shipping on a standard flatbed trailer or shipping container

Drive on Sunshine