

ELECTRIC VEHICLE SUPPLY EQUIPMENT OWNERSHIP TRANSFER AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND THE REDWOOD COAST ENERGY AUTHORITY

This Electric Vehicle Supply Equipment (“EVSE”) Ownership Transfer Agreement (“Transfer Agreement”) between the Redwood Coast Energy Authority (“RCEA”) and the County of Humboldt (“County”) is made and entered into on _____, 2025 (“Effective Date”).

RECITALS

WHEREAS, the County owns and operates the California Redwood Coast–Humboldt County Airport (ACV), located at 3561 Boeing Avenue, McKinleyville, California; and

WHEREAS, the Redwood Coast Energy Authority (RCEA), a local government Joint Powers Authority established to advance secure, sustainable, and affordable energy resources, coordinates regional efforts toward a cleaner, greener energy future for Humboldt County; and

WHEREAS, RCEA promotes the adoption of electric vehicles and the expansion of public charging infrastructure as part of its broader commitment to reducing greenhouse gas emissions and supporting sustainable transportation; and

WHEREAS, RCEA collaborates with property owners and community partners to expand the network of public electric vehicle charging stations, ensuring consistent satisfaction for drivers and site hosts while advancing regional sustainability goals; and

WHEREAS, County supports sustainable transportation and recognizes the need for electric vehicle adoption by providing charging infrastructure at the ACV parking lots; and

WHEREAS, County and RCEA acknowledge that incorporating electric vehicle charging stations at ACV parking lots will advance the County’s commitment to sustainability, improve amenities for travelers, and serve the broader public interest; and

WHEREAS, in pursuit of this shared interest, RCEA will donate two (2) ChargePoint CT4000 dual-port, bollard-mounted electric vehicle charging stations, also known as electric vehicle supply equipment (EVSE), together with associated activation tokens and three-year networking plans, to be installed at ACV for public use and thereafter owned, operated, and maintained by the County; and

WHEREAS, the donation of electric vehicle charging equipment by RCEA to the County serves the public purpose of advancing sustainable transportation infrastructure, reducing greenhouse gas emissions, and improving amenities for travelers at the California Redwood Coast–Humboldt County Airport, consistent with regional, state, and federal environmental goals; and

WHEREAS, the Humboldt County Board of Supervisors formally accepts donation for said EVSE equipment pursuant to Government Code Section 25355.

NOW THEREFORE, the parties agree as follows:

DEFINTIONS. The following definitions shall apply to this Agreement at all times:

- a) “Airport” shall mean California Redwood Coast–Humboldt County Airport (ACV).
- b) “Donate” shall mean the act of making a gift, through the voluntary transfer of property or goods to the County, without consideration from the County in return, and made to or in favor of the County for any valid public purpose, pursuant to the authority granted under California Government Code Section 25355.
- c) “Site” shall mean ACV Main Paid Parking Lot.
- d) “Useful Life” shall mean the period of time during which the donated EVSE, including associated activation tokens and networking cloud plans, is expected to remain functional, serviceable, and capable of delivering its intended public purpose under normal use and maintenance. Useful Life shall be measured from the date of installation and activation of the EVSE at the Site and shall continue until such equipment is no longer reasonably operable, cost-effective to maintain, or supported by the manufacturer or service provider. The County shall have final determination as to the Useful Life of the EVSE, and such determination shall be final and binding.

1. EQUIPMENT INSTALLATION.

- a. EVSE Equipment. RCEA shall donate, at no cost to the County, County shall receive the following EVSE equipment from RCEA:

Quantity	Item Serial Number	Description	Cost Per Unit	Total Cost
2	NA	ChargePoint CT4020 Bollard Unit CAP	\$196.65	\$393.30
2	223543030193, 175130016509	ChargePoint CT4020 Bollard Mount Body	\$2,340.00	\$4,680.00

2	182241009979, 182141009907	ChargePoint CT4020 Head Unit – Gate Way	\$2,145.00	\$4,290.00
2	181430006616, 181330006398	ChargePoint CT4020 Bollard Mount– Cable Management Kit	\$00.00	\$00.00
2	NA	ChargePoint CT 4020 Concrete Mounting Kit	\$00.00	\$00.00
2	NA	ChargePoint Station Activation Tokens	\$349.00	\$698.00
4	NA	ChargePoint Commercial Network/Cloud Plans (1 for each port)	\$985.00	\$3,940
				\$14,434.20

- b. Installation Coordination. RCEA will assist with coordinating installation of the aforementioned equipment among the County and ChargePoint. This coordination shall include, but not be limited to:
- Delivery and receipt of the EVSE equipment at the designated County site(s);
 - Coordination of station activation, including pinpointing station locations within the ChargePoint network and transferring account credentials to the County.
- c. Electrical Connection and Equipment Installation. The County is responsible for the installation and connection of the EVSE at the Site.
- The County shall ensure that the contractor or individual activating the EVSE is a ChargePoint-registered field technician and use the ChargePoint installer application in order to pinpoint and activate stations. Qualified technicians should use the following link to create a ChargePoint installer field technician account: https://installer-app.chargepoint.com/signup/intro?redirect=https://sso.chargepoint.com/api/oauth2/authorize?client_id=learnupon.
 - County should install EVSE to be and remain connected to a designated main electrical service panel with an independent PG&E meter to ensure accurate monitoring of energy usage, eligibility for utility programs, and transparency in the operation of the donated equipment.
- d. Software/Networking Subscriptions.

- i. Along with the EVSE equipment, RCEA will donate to the County with station activation tokens¹ and 3-Year networking Cloud Plans² associated with the EVSE.
 - ii. The Station Activation Tokens are a onetime expense valued at \$698.00 and 3-Year Networking Cloud Plans are valued at approximately \$330.00 per port per year, for a total value of \$3,940.00 over a three-year period.
 - iii. Upon expiration of the three-year networking Cloud Plan, the County shall be responsible for renewing said plan in its own name, without further assistance from RCEA.
- e. Activation Coordination.
 - i. After installation, RCEA will coordinate with the County to share the current ChargePoint case number³ and Activation Form⁴ to enable activation and operation.
 - ii. Upon the County's request, RCEA will offer the County staff-to-staff training regarding required activation steps and ChargePoint station owner's portal management. Any necessary training should be delivered within thirty (30) calendar days of the County's request, either in-person or via virtual meeting, as mutually agreed by the parties.
 - iii. Upon completion of activation, RCEA shall transfer and assign to the County all administrative rights, credentials, and account access associated with the donated EVSE units, including but not limited to ChargePoint cloud accounts, activation tokens, and case references. Thereafter, the County shall be the sole account holder and operator of record for the EVSE, with full authority to manage, monitor, and control the stations.

2. OPERATION AND END OF LIFE.

¹ Station Activation Tokens: Digital credentials used to initialize and activate ChargePoint EVSE units, linking them to the ChargePoint network so they can be managed and accessed by members of public utilizing electric vehicle charging services.

² 3-Year Networking Cloud Plans: Subscription services that connect the stations to ChargePoint's cloud platform, enabling remote management, reporting, payment processing, and driver support for three years.

³ ChargePoint Case Number: A unique reference number assigned by ChargePoint's customer support system to track a specific service request, installation, or technical issue related to EVSE.

⁴ Activation Form: A standardized document provided by ChargePoint that contains the required information to register and activate EVSE units on the ChargePoint network, including station serial numbers, site details, owner/operator contact information, networking plan enrollment, and authorization credentials.

- a. Delivery. The County shall have fifteen (15) calendar days from the date that the equipment is installed and energized to inspect the stations and notify RCEA in writing of any failure to meet the warranted legal and operational standards. Upon receipt of such notice, RCEA shall have the right to cure any identified non-compliance or, at its sole discretion, undertake decommissioning and proper disposal of any station deemed defunct or non-repairable.
- b. Assumption of Responsibilities. After EVSE activation, the County agrees to assume the following responsibilities, including but not limited to:
 - i. Owning, operating, managing, and maintaining the EVSE for its useful life; and
 - ii. Establishing a ChargePoint station owner's account and managing the functions in the owner's dashboard, including price setting, station status monitoring, and other operational controls.
- c. Decommissioning. At the end of the EVSE's useful life, the County is responsible for decommissioning, removal, and proper disposal of EVSE equipment.

3. USAGE TERMS AND LIMITATIONS OF LIABILITIES.

- a. Representations. RCEA represents that the donated EVSE equipment, activation tokens, and networking cloud plans are provided free of charge and without known defect.
- b. County Liability. Except as provided herein, the County shall not assume liability for the design, or manufacture of the donated EVSE equipment. The County agrees to release, indemnify, and hold harmless RCEA, its officers, employees, and agents from any and all liability, claims, damages, or expenses arising out of or related to the use, operation, or performance of the donated EVSE equipment and all components contained therein except to the extent caused by the gross negligence or willful misconduct of RCEA.
- c. Manufacturer Liability. This limitation of liability shall not release ChargePoint, or any other manufacturer or vendor, from responsibility for product liability claims, defects in design or manufacture, or other obligations arising under applicable law.
- d. Warranties and Support. To the extent that RCEA holds or has access to any manufacturer's commercial warranties, hardware warranties, or other applicable support services covering the donated EVSE equipment, activation tokens, or subscriptions, such warranties, guarantees, or coverages are hereby officially assigned and transferred to the County as the successor owner of the covered equipment. Upon such assignment, the County shall assume all rights,

responsibilities, and benefits associated with said warranties and support services. RCEA shall, upon execution of this Agreement, transmit this Agreement and any related documentation to ChargePoint and any applicable warranty or support providers as evidence of the County's acceptance and ownership of the EVSE equipment, activation tokens, and subscriptions, so that all warranties, guarantees, and support services are formally recognized as assigned to the County. If it is determined that warranties do not exist or are not transferrable, the County, as successor owner, shall be solely responsible for securing its own warranties, insurance, and coverages at its own expense.

4. DONATION ACCEPTANCE AND REPORTING.

- a. Formal Acceptance of Donation. In consideration thereof, the Humboldt County Board of Supervisors hereby formally accepts the donation of the EVSE equipment, activation tokens, and three-year networking cloud subscription services listed in this Agreement, with an aggregate value of approximately \$14,434.20. Title and ownership of the EVSE and associated services transfer to the County as of the effective date of the agreement.
- b. Donation Reporting. For purposes of compliance with California Government Code Section 25355, the parties agree that this Agreement, which stipulates the source and aggregate value of the donation of EVSE, activation tokens, and three-year networking cloud plans from the RCEA to the County, valued greater than \$10,000.00, shall constitute the required quarterly report to the Board of Supervisors. This Agreement shall be filed and maintained as part of the County's official records and shall serve as evidence of such report.

- 5. NOTICES.** Any notice or transmittal of information required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, transmitted by email with prompt confirmation of receipt, sent by overnight delivery or sent by registered or certified mail, return receipt requested, addressed to the other party at the following address, and shall be deemed to have been given on the day so delivered, transmitted or mailed:

Redwood Coast Energy Authority:
Attn: Lexie Perez, Grants & Contracts
Manager
633 3rd Street
Eureka, CA 95521
Email: lperez@redwoodenergy.org

County of Humboldt:
Attn: Curt Eikerman,
Interim Aviation Director
3561 Boeing Avenue,
McKinleyville, CA 95519
Email: aviation@co.humboldt.ca.us

- 6. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE.** By executing this Agreement, RCEA certifies that it is not a Nuclear Weapons Contractor, in that RCEA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. RCEA agrees to notify County immediately if it becomes a Nuclear Weapons Contractor as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if RCEA subsequently becomes a Nuclear Weapons Contractor.
- 7. RELATIONSHIP OF PARTIES.** It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association.
- 8. PROVISIONS REQUIRED BY LAW.** To the extent this Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- 9. SEVERABILITY.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- 10. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES.** No official or employee of County shall be personally liable for any default or liability under this Agreement.
- 11. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- 12. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party(ies) against which enforcement of the modification or amendment is sought.
- 13. COUNTERPART EXECUTION.** This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original


and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

14. AUTHORITY TO EXECUTE. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF the parties hereto have executed this Transfer Agreement on the Effective Date set forth above.

RCEA

COUNTY OF HUMBOLDT

By: 
Elizabeth Burks, Executive Director

By: _____
Curt Eikerman, Interim Aviation Director

Date: Dec 9, 2025

Date: _____