**EVSE SHARING MOA TEMPLATE**

**INSTRUCTIONS (*delete this entire section before finalizing document*):** This is a framework template only. Agencies should feel free to edit as needed to meet their own circumstances and agency policies. Any final MOA must be agreed upon by the agencies adopting it, and have attained any required legal and/or leadership approval. The color-coded highlights point out where your agency must make choices and customize the document: (Blue = Agency A (the EVSE owner) | Yellow = Agency B (agency making use of other agency’s EVSE) | Green = General Elements of MOA that require editing) For help, reach out to [GSAFleetAFVteam@gsa.gov](file:///C%3A%5CUsers%5CAlisonLKohler%5CDownloads%5CGSAFleetAFVteam%40gsa.gov).

**MEMORANDUM OF AGREEMENT**

**BETWEEN (AGENCY ‘A’ NAME, INCLUDING SPECIFIC OFFICE AND/OR LOCATION)**

**AND THE**

**(AGENCY ‘B’ NAME, INCLUDING SPECIFIC OFFICE AND/OR LOCATION)**

1. **PURPOSE:** This Memorandum of Agreement (MOA) specifies the terms between AGENCY A NAME, SPECIFIC OFFICE AND/OR LOCATION (AGENCY ACRONYM) and AGENCY B NAME, SPECIFIC OFFICE AND/OR LOCATION (AGENCY ACRONYM) for the shared utilization of electric vehicle supply equipment (EVSE) owned by AGENCY A’s ACRONYM .
2. **SUMMARY OF SHARED USE AGREEMENT:** AGENCY A’s ACRONYM will allow AGENCY B’s ACRONYM’s government owned electric vehicles to charge at AGENCY A’s ACRONYM’s EVSE located at NAME OR ADDRESS OF FACILITY. AGENCY A’s ACRONYM shall retain ownership of the EVSE. The shared use of EVSE allows both agencies to utilize their electric vehicles, while not requiring duplicative investments in the necessary supporting infrastructure, therefore saving taxpayer dollars.
3. **USAGE COSTS: (*Based on station and agency needs, choose one of the options outlined below and remove the other options from the final MOA. Choose an option which fits the technical capabilities of the EVSE, in terms of data tracking and payment, and which meets the budgetary requirements of both agencies. If none of the options below fit your circumstances, designing your own cost sharing plan is always an option.*)**
	1. **Free, shared access when available -** AGENCY A’s ACRONYM shall allow AGENCY B’s ACRONYM access to AGENCY A’s ACRONYM EVSE when it is not in use.

**OR**

* 1. **Free, shared access at specified times -** AGENCY B’s ACRONYM shall be allowed access to AGENCY A’s ACRONYM EVSE [insert certain frequency XX times per week, during the AM between the hours of XX-XX etc.]

**OR**

* 1. **Pay For Use - No Payment Mechanism/Network and No Telematics on AGENCY B’s electric vehicles:** AGENCY B’s ACRONYM shall track usage via manual hour logging by their drivers. AGENCY B’s ACRONYM shall then reimburse AGENCY A’s ACRONYM [select either “$X per week/month”, “$X per vehicle”, OR “monthly at $X.XX/hour” of EVSE use].

**OR**

* 1. **Pay for Use -** **No Payment Mechanism on Station but Telematics on AGENCY B’s Electric Vehicles:** AGENCY B’s ACRONYM will use their telematics data to determine their exact kWh usage per month, and will reimburse AGENCY A’s ACRONYM $X.XX/kWh at XXX frequency.

**OR**

* 1. **Pay for Use -** **EVSE has Payment Mechanism/Network on Station & AGENCY B has a Credit Card Accepted by the Station:** AGENCY B’s ACRONYM will use the credit cards assigned to their electric vehicles to pay each time they charge. AGENCY A’s ACRONYM will set charging costs at $X.XX/kWh.

**OR**

* 1. **Monthly Access Cost - Flat Fee:** AGENCY B’s ACRONYM will reimburse AGENCY A’s ACRONYM $X.XX/month for the right to access the EVSE.
1. **Deference to AGENCY A Critical Charging Needs:** When a AGENCY A’s ACRONYM fully electric vehicle requires charging in order to meet a mission requirement, the vehicle will have preference over the charging needs of AGENCY B’s ACRONYM’s electric vehicles. In such situations, once alerted, AGENCY B’s ACRONYM shall make a good faith effort to ensure a charging vehicle is moved and the EVSE is available for AGENCY A’s ACRONYM’s use. This can be coordinated by *Insert whatever POCs or communication methods you prefer*.
2. **VEHICLES ALLOWED TO CHARGE:** The POCs identified in section 7 will jointly maintain a list of vehicles, identified by licence plate number, which are allowed to use the EVSE. AGENCY A’s ACRONYM may cap the number of AGENCY B’s ACRONYM vehicles allowed on this list of approved vehicles.
3. **EQUIPMENT MAINTENANCE:** Agency-owned EVSE equipment shall be the physical and financial responsibility of the owning agency and shall be maintained in accordance with its own operational policies and procedures.
4. **FUNDING:** Nothing in this MOA shall be construed as creating a financial obligation on the part of the Parties not otherwise funded through Congressional appropriation or in violation of the Anti-Deficiency Act, 32 USC 1341. Defer to Section 3 in this document for agreed upon policies and procedures.
5. **STAFF COORDINATION:**

A. The individuals responsible for daily administrative, logistical, and coordination

issues related to the shared use of the EVSE are listed below. They may redelegate

their functions within their respective agencies as appropriate.

 AGENCY A LOCAL LEVEL EMPLOYEE

EMPLOYEE’s CONTACT INFORMATION

AGENCY B LOCAL LEVEL EMPLOYEE

EMPLOYEE’s CONTACT INFORMATION

B. The individuals responsible for resolving issues relating to billing and/or transfer of

funds are listed below. They may redelegate their functions within their respective agencies as appropriate.

AGENCY A LOCAL LEVEL EMPLOYEE

EMPLOYEE’s CONTACT INFORMATION

AGENCY B LOCAL LEVEL EMPLOYEE

EMPLOYEE’s CONTACT INFORMATION

1. **DISPUTE RESOLUTION:** The parties agree to resolve all disputes at the lowest possible managerial level, starting with vehicle users. Disputes that cannot be resolved at the vehicle user level shall be elevated through appropriate intra-agency channels to the individuals holding signature authority for this agreement. Disputes may be elevated above signature authority level to the Agency Heads for final resolution.
2. **AMENDMENTS:** Amendments to this MOA may be made by the mutual written agreement of the parties at the same level as the original signature authorities.
3. **AGREEMENT TERMINATION:** In the event that problems cannot be resolved to the mutual satisfaction of both parties or circumstances change, this MOA may be terminated as indicated below:
	1. This MOA may be terminated upon ninety (90) calendar day’s written notice by either party to the other. Notification to either party shall be provided to the representatives identified in Section 7 .
4. **EFFECTIVE DATE:** The effective date of this MOA shall be the date of the final signature below.

AGENCY A NAME Official:

|  |  |
| --- | --- |
| Signature and date |  |
| Name |  |
| Title |  |
| Office/Program |  |
| Agency |  |
| Address |  |

AGENCY B NAME Official:

|  |  |
| --- | --- |
| Signature and date |  |
| Name |  |
| Title |  |
| Office/Program |  |
| Agency |  |
| Address |  |