

## FUNDING AND SITE AGREEMENT

THIS AGREEMENT was made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the American Lung Association in Minnesota, a nonprofit corporation under the laws of the State of Minnesota (“ALAMN”), and City of Ramsey acting by and through COR and Northstar Parking Ramp (“RAMP”)

### WITNESSETH:

WHEREAS, ALAMN has partnered with the National Renewable Energy Laboratory and the National Park Service to secure a grant from the Federal Department of Energy to install electric vehicle charging stations within the Mississippi National River and Recreation Area (MNRRA) corridor of the National Park Service (“Stations”), to reduce the negative impacts of vehicle emissions on the environment and public health.

WHEREAS, the RAMP owns and operates The COR and Northstar Park Ramp in the City of Ramsey;

WHEREAS, ALAMN and the RAMP have agreed on one specific sites within the Parks to install the Stations for public use;

WHEREAS, the RAMP of Commissioners has approved the installation of the Station within the Park and has agreed to maintain and operate said Station; and

WHEREAS, ALAMN has agreed that the grant will cover all costs associated with purchasing and installing the Stations up to \$10,333.33..

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. Station Equipment. The ALAMN, as administrator of the grant funds, agrees to order one ChargePoint Stations and related hardware on behalf of RAMP. The ALAMN shall be solely responsible for costs associated with purchasing Station, electrical connections, and related equipment at the Station Site up to a maximum of \$4,810.00 per site.
2. Installation of Stations. The RAMP agrees to install an electrical connection and a charging station, plus associated metering equipment, at the specific site within the Park as shown on Exhibit A which is attached hereto and made a part of this Agreement (“Station Site”). The Station, connections to electricity and any related equipment will be installed according to the specifications of the manufacturer. The Stations will be installed by August 30, 2014.
3. Reimbursement of Installation Expenditures. The ALAMN agrees to reimburse the MPRB for installation labor and equipment costs up to \$5,523.33 per station

location. The RAMP will submit invoices to the ALAMN for labor and materials upon completion of the project.

4. Maintenance of Stations, Including Cost of Maintenance. Once the Station is installed, the RAMP shall be solely responsible for the maintenance of the Station, electrical connections and equipment on the Station Site, except as covered by warranty. The RAMP's maintenance shall include, but not be limited to, the proper upkeep for the Station, repair and replacement of electrical connections to power same, as well as general upkeep of the Station Site.

5. Station Network and Operations. The first three years of network connection costs for Station, will be included in purchase price. The RAMP agrees to maintain operation of the Station for the three-year period. The RAMP will identify a staff person to serve as a main contact on project operations, coordinate data collection on station usage via the ChargePoint network, and facilitate any future actions regarding the Station. Data from station use shall be shared between ALAMN & RAMP.

6. Security. Following the installation of the Station, the RAMP shall be responsible for providing security to the Station Site in accordance with its ordinary practice of providing security to its other property.

7. Term. The term of this Agreement shall be for no more than three (3) years, commencing on the date of execution and terminating on the third anniversary of the date of installation.

8. Liability. Each Party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its officials, officers, and employees, and any liability resulting there from to the extent authorized by law. Neither Party shall be responsible for the acts of the others and the results thereof. Each Party acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. The RAMP shall indemnify, save, and hold ALAMN, its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract by the RAMP or the RAMP'S agents or employees. Each Party agrees to promptly notify the other Party if it becomes aware of any potential claim(s) related to this Agreement, or facts giving rise to such claims. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of either Party's statutory or common law immunities or limitations on liability.

9. Risk. Except for warranty extensions to be purchased by ALAMN as described below, the RAMP assumes all risk of loss or damage to the Station, electrical service and equipment, and any improvements thereon at the Station Site including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, or other cause. Warranty included covers three total years for equipment and network repair and/or replacement.

10. Ownership Interests. The Station shall become and then remain the property of the RAMP once purchased and installed. The ALAMN shall not acquire any interest in the Station Site on which the Station and equipment are installed.

11. Contacts. The following are designated as points of contact regarding all communication contemplated under this Agreement:

For the ALAMN: Lisa Thurstin  
490 Concordia Avenue  
St. Paul, MN 55103

For the MPRB: Grant Riemer  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

12. Entire Agreement. This Funding and Site Agreement contains the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or affect this Funding and Site Agreement in whole or in part unless such agreement is in writing and signed by the parties against whom enforcement of the change, modification or discharge is sought.

AMERICAN LUNG ASSOCIATION  
IN MINNESOTA

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

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

CITY OF RAMSEY, ACTING BY  
AND THROUGH COR AND  
NORTHSTAR PARKING RAMO

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

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

Approved as to Form  
By: \_\_\_\_\_  
Attorney for the RAMP

**EXHIBIT A**

**Depiction of Station Sites**



**COR and Northstar  
Parking Ramp**