

**GRANT AGREEMENT FOR THE EV CHARGERS AT COMMERCIAL AND  
MULTIFAMILY RESIDENTIAL SITES GRANT PROGRAM**

This Grant Agreement (the “Agreement”) between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and \_\_\_\_\_ (Name) a \_\_\_\_\_ (Corp Designation), \_\_\_\_\_ (Corp Address) (“Grantee”) outlines the terms and conditions for the City’s grant award of an EV Charger to Grantee for installation at \_\_\_\_\_ (Site Address) (“Site”).

Whereas, the City of Ann Arbor set the ambitious goal of a just transition to community-wide carbon neutrality by 2030 through its A<sup>2</sup>ZERO Plan;

Whereas, the City’s “Living Carbon Neutrality Plan” includes strategy two, which outlines actions to convert appliances and vehicles to electric;

Whereas, increasing the availability of public electric vehicle (“EV”) charging infrastructure advances the City’s carbon neutrality goals, including converting vehicles to electric;

Whereas, to increase the availability of public EV charging infrastructure, the City has created a Commercial and Multifamily Residential EV Charger Program (“Program”) through which it desires to grant EV chargers to qualified commercial and/or multifamily residential site owners who agree to comply with certain Program requirements;

Whereas, Grantee has applied for an EV Charger grant through the Program as set forth in its application attached as **Exhibit A**;

Whereas, the City selected Grantee as a qualified applicant to receive [include number] (#) EV Chargers under this program, along with a five (5) year subscription to the accompanying Flo Global Management System Software (“GMS”) and the Flo Performance Warranty (“Warranty”) to operate the EV Charger(s).

As a condition of this grant, City and Grantee agree as follows:

**I. Grant Award of EV Chargers and 5-Years of GMS Service Fees.**

Within thirty (30) days of the Effective Date of this Agreement, the City will order [insert number of chargers] Flo CoRe+ Standard 7.2kW Charging Stations and the additional accessories as outlined in **Exhibit B** (“EV Charger”) At the time the City delivers the EV Chargers to Grantee, the City releases and relinquishes all possessory and ownership interests in the EV Charger, subject to Grantee’s compliance with the Agreement.

City agrees to cover the cost of five (5) years of Flo’s GMS Service Fees for Grantee at a cost of One Hundred Fifty Dollars (\$150) per EV Charger per year. The City will pay this amount directly to Flo. The City will not cover GMS Service Fees in excess of this amount.

## II. Grant Award Terms and Conditions.

As a condition of the grant, Grantee agrees to comply with the following terms and conditions:

A. Grantee represents and warrants that it owns the Site and has the right to install the EV Charger at the Site.

B. Grantee represents and warrants that the Site has the required electrical capacity for the EV Charger.

C. Grantee is responsible for all construction and/or electrical work, installation work, and all other costs, including permits, associated with making the EV Charger operational at the Site. Grantee agrees that its installation of the EV Chargers will follow the guidelines provided by Flo, including any product specifications.

D. Grantee is responsible for commission of the EV Chargers directly with Flo. Grantee will agree to and comply with the Terms and Conditions for the GMS and Performance Warranty attached as **Exhibit C** as the "Owner" and/or "Customer." Grantee agrees that during commission of the EV Chargers, it will assign the City's Senior Energy Analyst, Simi Barr (sbarr@a2gov.org), as a secondary contact, allowing City access to all EV Charger data.

E. Grantee acknowledges and understands that the City will not be responsible for commissioning the EV Chargers and that the City will not be subject to Flo's Terms and Conditions for the GMS and Performance Warranty.

F. Except for the five (5) years of GMS Service Fees identified in Section I above, the City will not be responsible for any other fees or costs charged by Flo to Grantee or any taxes.

G. Grantee acknowledges that Flo's Warranty guarantees a 98% annual uptime calculated on a per charging port basis and that in the event of a charging port outage time in excess of 2% annually, Flo credits its customer's account with an amount equal to 50% of the share of annual Service Fees associated with the applicable charging port. Grantee agrees to provide any such credit it receives during the five (5) year subscription to the City within thirty (30) days of the credit.

H. Grantee represents and warrants that it has completed all work required to enable installation of the EV Charger or that it has a contractor under contract to perform all work required to enable installation of the EV Charger. After completion of the work, Grantee will allow the City to enter the Site, at a mutually agreeable date and time, to inspect the Site to ensure that this work has been completed and the EV Charger is operational.

I. Grantee will be responsible for all Site and equipment maintenance and all associated permits. Grantee will perform regular maintenance on the equipment

and make all reasonable efforts to maintain the EV Charger in an operable condition.

J. Within ninety (90) days of receipt of the EV Charger, Grantee will ensure that the Site complies with, and thereafter continue to maintain, the following conditions:

1. The EV Charger is installed at the Site.
2. The EV Charger has at least ninety (90%) up-time.
3. The EV Charger is publicly accessible and open to the public.
4. Clearly visible signage is installed and maintained at the Site indicating that the EV Charger is open for public use and that the spot is for “EV Charging Only.”
5. The location of the Site and the EV Charger is posted on public websites so that it is searchable and identifiable by potential users.

K. Following installation, Grantee agrees to allow the City to enter the Site at a mutually agreeable date and time to inspect the Site to ensure that all installation requirements are timely met.

L. Grantee will provide the charger data, including usage data and warranty reports, from the EV Charger to the City’s Sustainability and Innovations Director, in an electronic format, twice a year.

M. If Grantee charges for use of the EV Charger, Grantee agrees it will only charge users a Charging Fee for the cost of electricity and the Transaction Fees through the GMS. Grantee agrees it will not charge inflated pricing. Station pricing will be by the kWh, rather than by time duration or another measure. Grantee may charge a parking or idling fee to a user for any vehicle parked at a spot with an EV Charger but that is not using the EV Charger.

N. If Grantee no longer wants the EV Charger, it must return it to the City at Grantee’s sole expense. If Grantee no longer wants the EV Charger and ten (10) years have passed since installation of the EV Charger, Grantee may properly decommission, recycle, and dispose of the EV Charger and is not required to return the EV Charger to the City.

O. The City acknowledges that the useful life of the EV Chargers is approximately ten 10 years. Once ten (10) years have passed since installation of the EV Charger, this Agreement is automatically terminated.

P. If Grantee violates any term of this Agreement, the City shall notify Grantee in writing. Grantee will have thirty (30) days from the date of the notice to remedy the violation. If the violation is not remedied to the City’s satisfaction within that time frame, Grantee must return the EV Charger to the City at Grantee’s sole expense.

Q. Grantee will comply with all applicable laws and regulations and obtain all applicable permits or approvals associated with the EV Charger.

R. The City is not responsible for the payment of any taxes with respect to the EV Charger.

### **III. General Provisions.**

A. At all times, Grantee is an independent contractor, solely responsible for the acts of its own employees, agents, servants, and volunteers, with no rights or benefits owing from the City other than those specifically identified in this Agreement. Grantee does not have any authority to execute any contract or agreement on behalf of the City and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

B. Grantee releases the City from any and all liability for any damages Grantee may sustain in connection with this Agreement and waives all right to collection thereof. To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with this Agreement by Grantee or anyone acting on Grantee's behalf. Grantee shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This provision shall survive termination of this Agreement.

C. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Michigan. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be initiated exclusively in the state or federal courts of Michigan, as applicable, within the boundaries of the Eastern District of Michigan, and the parties submit to the exclusive jurisdiction over such courts in any such suit, action, or proceeding, and waive any claim related to venue or lack of personal jurisdiction.

D. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any part or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

E. Neither party shall subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the other party. Nothing in this Agreement is intended or shall be construed to confer any rights or remedies

on any person or other entity, other than the parties and their respective permitted successors and assigns.

F. Any modification to the terms of this Agreement shall be valid only if the changes are made in writing and signed by authorized representatives of the parties.

G. This Agreement contains the entire understanding between the parties and it supersedes all previous agreements, if any, between the parties concerning the same or substantially similar subject matter.

H. The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of an actual physical signature and agree to treat electronic or facsimile signatures as binding.

**[Signatures Appear on the Next Page]**

The undersigned agree to the terms and conditions set forth in this Grant Agreement.

**GRANTEE**

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Printed)

By Milton Dohoney, Jr., City Administrator  
(Printed)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Atleen Kaur, City Attorney

**Exhibit A**  
**Grantee's Application**

**Exhibit B**  
**Included Accessories and Equipment**



**Exhibit C**

**Flo Terms and Conditions GMS and Warranty**