

CHARGING STATION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2021, by and between the Clayton County Energy District (Hereinafter “CCED”) and the City of _____, an Iowa municipality (Hereinafter “City”).

RECITALS:

- A. The CCED is a non-profit organization committed to strengthening our community through inclusively leasing, implementing and accelerating the local clean energy transition in Clayton County. As part of this mission, the CCED encourages the development of local infrastructure to support the impending electrification of automobiles. It has purchased an electric charging station from Blink Charging to be installed locally and made available for public use.
- B. The City is a municipality located in Clayton County. It has determined that providing a public option for charging electric vehicles is in its and its citizens’ best interest.

AGREEMENTS:

A. CCED’S RESPONSIBILITIES:

- a. Acquire a charging station from Blink Charging.
- b. Enter into an Operating Agreement with Blink Charging with the first five (5) years, as of the original date of acquisition, of network fees already incorporated into it.
- c. CCED will assign its interest, rights, and responsibilities from its agreement with Blink Charging to the City. A copy of the agreement between Blink Charging and CCED is shown as **Attachment A**.
- d. CCED will cooperate with the City regarding installation of the Charging Station.

B. CITY’S RESPONSIBILITIES:

- a. Provide a suitable location for the installation of the charging station.
- b. The City will pay 25% of the costs to acquire and install the charging station.
- c. The City will operate the charging stations and work directly with Blink Charging.
- d. The City will assume all ownership of the charging station, including all responsibilities, liabilities, and obligations imposed as a result of its ownership of the charging unit.
- e. The City will hold CCED harmless for any liabilities relating to the proper or improper installation or operation of the charging station.

GENERAL PROVISIONS:

- A. Notices. Notices required by this agreement shall be in writing and delivered via U.S. mail or email to the respective parties at the addresses as listed below.
- B. Amendment to Agreement. Any amendment to this agreement must be in writing and signed by both parties.
- C. Arbitration. The parties agree that any controversy or claim arising out of or relating to this agreement or breach of this agreement shall be settled by arbitration under the rules of the American Arbitration Association or such other rules as the parties agree.
- D. This agreement shall be governed by the laws of the State of Iowa.

CLAYTON COUNTY
ENERGY DISTRICT

CITY OF _____

By: Joleen Jansen, Director

By: _____, Mayor

By: _____, City Clerk

Address: PO Box 211
Edgewood, IA 52042
Email: joleenj@energydistrict.org
Phone: 563.880.7915

Address:
Email:
Phone: