

Exhibit A

DONATION AGREEMENT

THIS AGREEMENT is made as of the date of attestation by the City Clerk (the “Effective Date”) by and between Minnesota Power, an operating division of ALLETE, Inc., a Minnesota Corporation (“Minnesota Power”) and the City of Duluth (“Donee”).

RECITALS

WHEREAS, Minnesota Power is a regulated public utility, providing electricity to retail customers and non-affiliated municipal customers in Minnesota.

WHEREAS, Donee is a municipal corporation under the laws of the State of Minnesota whose main office located at City Hall, 411 West 1st Street, Duluth, MN 55802.

WHEREAS, the parties wish to provide for the terms pursuant to which Minnesota Power will donate an electric vehicle charging station (“EV Charging Station”) to Donee to be located at Donee’s Medical District Parking Ramp, 302 East First Street, Duluth, Minnesota.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **INSTALLATION.** Donee shall be responsible for installation of the EV Charging Station. Minnesota Power shall reimburse Donee for 80% of the installation costs up to Fifteen Hundred Dollars and 00/100 (\$1,500.00).

2. **TRANSFER AND DATA ACCESS.** Minnesota Power agrees to transfer the EV Charging Station, together with all applicable manufacturer warranties, data plan, and ZEFNET Cloud License, to Donee via a Bill of Sale in the form substantially similar to **Exhibit A** attached hereto and made a part of this Agreement.

Donee acknowledges that Minnesota Power shall have access to the following usage information through an access agreement with the EV Charging Station manufacturer:

- Session length
- Session start/finish
- Session kWh
- 5 minute power values
- 5 minute metering values
- 5 minute volt/amp
- 24 hour RSSI strength
- 5 minute Plug state
- Error status reports

It is Donee’s understanding that none of this information shall involve personally identifiable information of EV Charging Station users.

3. **OPERATIONS AND MAINTENANCE.** Donee shall be solely responsible for the ongoing operations and maintenance of the EV Charging Station.

Donee agrees that if it ceases continuous operation of the EV Charging Station within five (5) years of the Effective Date, Donee shall transfer the EV Charging Station, along with all applicable manufacturer warranties, data plan, and ZEFNET Cloud License, back to Minnesota Power via Bill of Sale within thirty (30) days of ceasing operation of the EV Charging Station.

4. **INDEMNIFICATION.** Donee agrees to indemnify, defend, and hold Minnesota Power, its officers, agents, and representatives (the “Indemnitees”) harmless from and against all third party claims for personal injury, property damage, wrongful death or other damages, losses, and expenses, including attorney’s fees, (“Claims”) arising out of, or resulting from the operation of the EV Charging Station, whether in contract, in tort (including negligence or strict liability), or otherwise.

5. **NO RIGHTS OR BENEFITS TO THIRD PARTIES.** The parties do not intend to create rights in, or to grant remedies to, any third-party as a beneficiary of this Agreement or to create any duty to, or standard of care on behalf of, any third-party by any covenant, obligation or undertaking established in this Agreement. There are no incidental third-party beneficiaries to this Agreement.

6. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

7. **SEVERABILITY.** If any provision of this Agreement is declared void, or otherwise unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be deemed to be severed from this Agreement to the limited extent required and this Agreement shall otherwise remain in full force and effect.

8. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. No modification, amendment or wavier may be made to the terms of this Agreement without the written consent of both parties.

9. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts by each party hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same Agreement.

10. **ASSIGNMENT.** This Agreement may not be assigned by any party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

MINNESOTA POWER

By:
Its:

CITY OF DULUTH

By: Emily Larson
Its: Mayor

ATTEST:

By: Chelsea Helmer
Its: City Clerk

Dated: _____

COUNTERSIGNED:

By: Josh Bailey
Its: City Auditor

APPROVED AS TO FORM:

By: Gunnar Johnson
Its: City Attorney

EXHIBIT A

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Minnesota Power, an operating division of ALLETE, Inc., a Minnesota corporation (“Minnesota Power”), hereby grants, bargains, sells, assigns, transfers and delivers to the City of Duluth (“City”), the following personal property:

1 Level 2 ZEFNET -50- CWA Singlehead 10kW charger, together with any and all applicable manufacturer warranties, data plans, and ZEFNET Cloud License.

Minnesota Power warrants that the personal property is free from all encumbrances, and that Minnesota Power has the right to sell and transfer the same.

This Bill of Sale shall bind Minnesota Power and benefit the City and its respective successors and assigns. This Bill of Sale is delivered pursuant to that certain Donation Agreement between the City and Minnesota Power dated _____, 2020.

Dated as of _____

MINNESOTA POWER

By:

Its:

Accepted as of _____

CITY OF DULUTH

By: Emily Larson

Its Mayor

ATTEST:

By: Chelsea Helmer

Its: City Clerk

Dated: _____

COUNTERSIGNED:

By: Josh Bailey
Its: City Auditor

APPROVED AS TO FORM:

By: Gunnar Johnson
Its: City Attorney