

AGREEMENT

This agreement is made on the ____ day of February, 2019 by and between the City of Norman, Oklahoma, a municipal corporation (the “City”) and Francis Solar, LLC.

WITNESSETH:

WHEREAS, Volkswagen (VW) and the federal government reached a \$603 million consumer fraud settlement with 44 states in 2016 related to the installation of software on over 500,000 of its cars to deceive government exhaust emissions tests;

WHEREAS, the settlement with VW resulted in the creation of a VW Environmental Mitigation Trust Agreement, which allocated \$21 million in funding for Oklahoma; and

WHEREAS, Oklahoma has created a grant program called ChargeOK to provide approximately \$3.1 million of Oklahoma’s VW Trust Agreement funds for the purpose of installing electric vehicle charging stations throughout Oklahoma in transportation corridors and single point locations.

WHEREAS, Council adopted Resolution No. R-1819-70, appropriating \$6,900 for the purposes of employing Small Arrow Engineering, LLC (“SAE”) to assist with the City’s ChargeOK grant application.

WHEREAS, SAE is working with Francis Solar, an Oklahoma based electric vehicles systems provider to ensure that, if the grant application is approved, charging stations installed in Norman will be consistent with other stations in the state and use compatible Charging Station Networking Software; and

WHEREAS, the City has obtained letter agreements from the owners of four qualifying sites in Norman for the location of electric vehicle charging stations; and

WHEREAS, the City and Francis Solar desire to enter into an agreement for the construction of up to four electric vehicle charging stations, contingent on a successful grant application for ChargeOK funding.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the City and Francis Solar hereby agree as follows:

- I. Application for Grant Funds. Francis Solar shall apply for ChargeOK Grant Funding on behalf of the City of Norman for the construction of the specified electric vehicle charging stations at the following four sites:
 - a. Mathis Sleep Center, 1200 24th Avenue NW – 2 x 150kW Level 3 charger
 - b. Longhorn Steakhouse, 210 N. Interstate Drive – 2 x 50kW Level 3 charger

- c. Rudy's BBQ and Country Store , 3450 Chautauqua Avenue – 2 x 50kW Level 3 charger
- d. OnCue Express #111, 3601 N. Flood Avenue – 2 x 150kW Level 3 charger

II. Award of Grant Funds.

- a. Upon award of grant funds, Francis Solar will hire Small Arrow Engineering, LLC as a site-level engineer for EV Charger installations.
- b. Upon award of grant funds, Francis Solar and the City will enter into a joint-marketing agreement substantially in the form attached hereto as Exhibit A and implementing one of the following payment options:
 - i. Lump sum payment per charging station - \$10,000
 - ii. Annual payment over 3 years - \$3,670
 - iii. Annual payment over 5 years - \$2,300
- c. If no grant funds are awarded, the parties acknowledge that any construction and installation of charging stations will require approval of an amendment to this agreement.
- d. Installation of Charging Stations. Upon award of sufficient grant funding, Francis Solar will provide the following for each site approved for grant funding.
 - i. Coordination with utilities to provide necessary services at the charger sites
 - ii. Procurement of all equipment, additional materials, equipment rental, and labor needed for a turnkey installation.
 - iii. Concrete foundation setting
 - iv. Installation of new service load center, meter cabinet, and switchgear
 - v. Trenching and backfill for all required lengths downstream of new service
 - vi. Conduit and wire installation to charging equipment
 - vii. Bollard and/or wheel stops installed

- viii. Electric vehicle signage, stenciling and parking re-striping (as needed)
 - ix. Cellular network installation and setup
 - x. Final test and commissioning of equipment
 - xi. Permitting and inspection fees and scheduling
 - xii. Customer overview of operation and features
- III. Governing Law: Dispute Resolution. This Agreement shall be governed by and continued in accordance with the law of Oklahoma, without regard to conflict of law provisions. The Parties each hereby unconditionally and irrevocably (a) consent to the jurisdiction of any state or federal court sitting in the State of Oklahoma, (b) agree that venue shall be proper in any state or federal court for Tulsa County, Oklahoma, and (c) waive their right to trial by jury in any controversy, dispute, or claim arising out of this conflict.
- IV. Assignment. Neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party.
- V. Termination. Either party may terminate this Agreement, without the consent of the other Party, in the event ChargeOK grant funds are awarded for this project, and an electric vehicle charger has not been installed in Norman on or before December 31, 2019. In such event, Francis shall refund, in full, any fees paid by the City back to the City within 30 days of termination.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies and effective on the date executed by the City.

FRANCIS SOLAR, LLC.

By: [Signature]

Name: Beth Christ

Title: VP operations

Date: 2-21-19



ATTEST:

By: [Signature]

CITY OF NORMAN, OKLAHOMA

Approved as to form and legality this ____ day of _____, 2019.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 2019.

ATTEST:

Clerk

Mayor