



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

April 3, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the Sustainable Cities Challenge Grant

The Toyota Mobility Foundation has awarded the City of Detroit Office of Mobility Innovation with the Sustainable Cities Challenge Grant for a total of \$100,000.00. There is no match requirement. The total project cost is \$100,000.00.

The objective of the grant is to reduce diesel engine runtime hours with minimal disruption to operations in and around Eastern Market; and improve overall environmental air quality and reduce emissions in Detroit. The funding allotted to the department will be utilized to provide contractual services and cover miscellaneous costs for staff, travel and event expenses.

If approval is granted to accept and appropriate this funding, the appropriation number is 21389.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R. Johnson
34E9071313554A4...

Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Office of Mobility Innovation is requesting authorization to accept a grant from the Toyota Mobility Foundation, in the amount of \$100,000.00, to reduce diesel engine runtime hours with minimal disruption to operations in and around Eastern Market; and improve overall environmental air quality and reduce emissions in Detroit; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21389, in the amount of \$100,000.00, for the Sustainable Cities Challenge Grant.

March 13, 2024

HOST CITY AGREEMENT

This Host City Agreement (“Agreement”) is entered into by and between Toyota Mobility Foundation (“TMF”), and the City of Detroit, Michigan, United States of America, (“City”), each referred to herein individually as a “Party” and collectively as the “Parties” relating to the Sustainable Cities Challenge. For purposes of this Agreement, TMF, Challenge Works, and World Resource Institute (“WRI”) shall be collectively referred to as the “Challenge Team.” All capitalized terms used in this Agreement shall have the meaning set forth herein and Schedule A.

RECITALS

WHEREAS, TMF was established in August 2014 under Japanese law to support the development of a more mobile society and seeks to bring cities and innovators together through the Sustainable Cities Challenge;

WHEREAS, City is The City is a municipality located in the State of Michigan, USA that desires to participate in the Sustainable Cities Challenge to further advance its century-long legacy as a world capital of automotive manufacturing, transportation technology, and mobility innovation, for which it has become known as the Motor City, the Arsenal of Democracy, and the Town That Put The World on Wheels;

WHEREAS, pursuant to the terms and conditions of this Agreement, TMF and City desire to work together to achieve the foregoing objectives and innovate and improve access to safe, inclusive, and sustainable mobility solutions for all through the Sustainable Cities Challenge; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

AGREEMENT

1. Term and Termination.

- 1.1 Term. The term of this Agreement shall commence upon its execution by both Parties and completion of all necessary approvals as required under the 2012 Detroit City Charter and 2019 Detroit City Code, among other Applicable Laws, (“Effective Date”) and continue until termination as provided herein (the “Term”).
- 1.2 Termination. This Agreement may be terminated upon occurrence of any of the following: (i) mutual agreement of the Parties with 60 days advance written notice; or (ii) by the Non-Defaulting Party pursuant to Section 9.2.
- 1.3 Effect of Termination. Upon the date of termination of this Agreement, this Agreement shall be of no further force and effect, except with respect to obligations that arose prior to such termination; provided, Sections 5 through Section 11.1 and Section 12, excepting Section 12.6, shall survive such termination for a period of three (3) years from the termination date.

2. **City Objectives.** City acknowledges that TMF seeks to support development of solutions that meet the following objectives and City agrees to meet these objectives to the best of its ability:
- 2.1 **City Challenge Focus.** City shall identify one well-evidenced problem in the City that need addressing in order to improve access to safe, inclusive, and sustainable mobility solutions for all by (i) overcoming mobility barriers; (ii) strengthening mobility systems; and/or (iii) advancing low carbon mobility.
- 2.2 **Innovation.** The problem identified in the City is suitable for solving through an open innovation challenge (a “City Challenge”) because the problem identified is not being solved through current pathways or processes; the problem identified is open to multiple solution providers using different approaches; and/or involving people from different contexts can solve the problem better with more impactful results.
- 2.3 **Impact.** Solving the problem would lead to significant impacts on improving safe, sustainable, and accessible mobility within the City.
- 2.4 **Challenge Partner Capacity.** City has the necessary capabilities and will use best efforts to (i) collaborate proactively and effectively with TMF and other stakeholders and (ii) host a City Challenge, including but not limited to working with TMF to:
- (a) Secure commitments relevant stakeholders for supporting the participation in the Sustainable Cities Challenge and hosting of a City Challenge;
 - (b) Assist TMF in securing the human resources to support the participation in the Sustainable Cities Challenge and the hosting of a City Challenge, including outreach and evaluation of potential innovators; provided, however, that City will not be responsible for hiring, employing, or otherwise engaging such innovators;
 - (c) Assist TMF in identifying and inviting or recruiting, as potential assessors and judges, local experts and individuals with lived experiences;
 - (d) Prioritize the proposed focus and innovation and impact alongside or within wider City strategies for mobility, sustainability, inclusivity, and innovation;
 - (e) Achieve the innovation and solution to the City-specific focus economically and technically within the Sustainable Cities Challenge time frame;
 - (f) Assist TMF in conducting evaluation and impact activities, including collection efforts of qualitative and quantitative data to evaluate the impact of a City Challenge and the Sustainable Cities Challenge and implementation thereof; and

(g) Assist TMF in sharing lessons learned and results of the City Challenge and the Sustainable Cities Challenge with other cities and organizations through various media and communications platforms.

2.5 Timeline. City shall make reasonable efforts to comply with the deadlines and milestone requirements as communicated by TMF from time to time, including the initial deadlines and milestones set forth in Attachment 1, in order to meet the objectives of this Section 2.

2.6 Budget. The City is eligible and qualified to receive a Stipend, as defined in Section 3.4, in accordance with the specific budget proposals in the form attached hereto as Attachment 2 so the Parties can effectively understand and communicate the specific expenditure projections and aim to be comprehensive, transparent, realistic, and allow for clear accountability of the objectives in Section 2.4 in budget execution.

2.7 Participation. City shall participate in public relations and other communication efforts, including identifying the City's spokesperson, communications manager, or leader; providing quotes or official statements or participating in media events with reasonable advance notice; providing information and timely sign off of content for website and other public relations activities, including, but not limited to Sustainable Cities Challenge launch; semi-finalist, finalists announcements; and winners ceremony, among other things.

3. Obligations of TMF. During the Term of the Agreement, subject to the terms and conditions of the Sustainable Cities Challenge and this Agreement, TMF will use reasonable efforts to support the City by:

3.1 Convening relevant stakeholders and innovators in forums to promote the objectives set forth in Section 2.4;

3.2 Reasonably facilitating relationships within City community, locally, and externally to meet the objectives set forth in Section 2.4;

3.3 Collaborating with the City, Challenge Works, and WRI to co-design, launch, and operate an open innovation challenge that will attract innovators to achieve the objectives set forth in Section 2.4, including the provision of appropriate funding to solve the problem identified under Section 2.1;

3.4 Reasonably supporting efforts to achieve the objectives set forth in Section 2.4 by providing such eligible and qualifying City a stipend in the amount of up to One Hundred Thousand U.S. Dollars (\$100,000) ("Stipend") in accordance with the specific budget proposals in the form attached hereto as Attachment 2 to support



City's participation in the Sustainable Cities Challenge and build staff capacity, all subject to local laws and regulations¹; and

- 3.5** TMF will share on-the-ground knowledge, information, and experience with City, potential innovators, and other stakeholders, provided, however, TMF shall not be liable for the reliability or accuracy of information TMF shares with City or such other parties in good faith.
- 4. Mutual Obligations.** During the Term of the Agreement, the Parties shall:
- 4.1** Use commercially reasonable efforts to identify mutually beneficial strategies to achieve the objectives set forth in Section 2.4.
- 4.2** Use commercially reasonable efforts to meet in person, online, or telephonically no less than once every other month to discuss progress made since the last meeting in satisfying their respective obligations set forth in Section 2 and Section 3.
- 4.3** Comply with the terms and conditions as set forth in the Data Sharing Addendum attached hereto as Attachment 3.
- 5. Non-Disparagement; Best Efforts; Non-Discrimination.**
- 5.1** Non-Disparagement. Each Party agrees and covenants that at no time will Party make any statements or take any actions (orally or in writing in any media and in any form of communication) which could reasonably be considered to disparage or defame the other Party, the Challenge Team, or its Affiliate or its directors, officers, employees, or representatives, or in any way, directly or indirectly, cause the making of such statements, or the taking of such actions by anyone else. Nothing in this Section 5.1 is intended to, nor should it be construed to limit a Party's rights to respond truthfully as required by applicable law or a valid legal process.
- 5.2** Best Efforts. City agrees that during the Term of this Agreement, City shall commit resources to meet the requirements of the Sustainable Cities Challenge and for the City to meet its objectives herein.
- 5.3** Non-Discrimination. City shall not discriminate against any person, including all actual and potential recipients of, and participants in, City's programs and services, with regards to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status, or any basis prohibited by Law.

¹ For clarity, the Stipend will count towards the total funding (up to US\$3 million) that may be made available to the innovator(s) selected by TMF from each of the three finalist Cities.



6. **Costs and Expenses.** Unless otherwise expressly agreed in writing between the Parties, all costs and expenses, including fees and disbursements of counsel, financial advisors, accountants, and consultants incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.
7. **Intellectual Property Rights.** Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. No license in patent, copyright, trademark, trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled, or licensable to a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at its own cost that it has obtained any necessary licenses in relation to intellectual property of third parties used by it to receive any service or to perform its respective obligations under this Agreement.
8. **Representations.**
- 8.1** **City Representations.** During the Term, City represents and agrees as follows:
- (a) it has the full right, power, and authority to enter into this Agreement, to grant TMF the rights and licenses set forth herein, and to perform its obligations hereunder;
 - (b) the execution of this Agreement by each of the individual(s) whose signature is set forth at the end of this Agreement and the delivery of this Agreement by City have been duly authorized by all necessary action on the part of City;
 - (c) the execution, delivery, and performance of this Agreement by City will not violate, conflict with, require consent under, or result in any breach or default under (i) any of City's founding or organizational documents, (ii) any applicable Law, or (iii) with or without the lapse of time, the provisions of any material contract or agreement to which City is a party or to which any of its material assets are bound;
 - (d) this Agreement has been executed and delivered by City and constitutes the legal, valid, and binding obligation of City, enforceable against City in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity;
 - (e) it is in compliance with all applicable Laws and City's other contracts and agreements relating to this Agreement and the administration and operation of the services necessary to participate in the Sustainable Cities Challenge and to host a City Challenge;

- (f) it has obtained all material licenses, authorizations, approvals, consents, or permits required by applicable Laws (including the rules and regulations of all authorities having jurisdiction over the services to conduct its business generally and to perform its obligations under this Agreement;
- (g) it has all of the requisite resources, skill, experience, and qualifications to perform all of the obligations under this Agreement in a professional and workmanlike manner, in accordance with best reasonable industry standards for similar services;
- (h) it has the full right, power, and authority (by ownership, license, or otherwise) to use all patents, copyrights, trademarks, or other intellectual property used in performing the services and embodied in the deliverables and to grant TMF the rights and licenses set forth herein, on the terms and conditions of this Agreement; and

9. Default; Remedies; Waiver of Consequential Damages; Limitation on Liability.

9.1 Default. An “Event of Default” shall mean with respect to a Party (the “Defaulting Party”) the occurrence of any of the following:

- 9.1.1** Any representation or covenant made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof; or
- 9.1.2** The failure by such Party to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within thirty (30) days after Notice thereof;
- 9.1.3** City fails to comply with the obligations set forth in Section 2.4 within the timeline set forth in Section 2.5 and, if applicable, the budget in accordance with Section 2.6; or
- 9.1.4** As determined in TMF’s reasonable discretion, City or any of its employees, agents, subgrantees, contractors, or representatives (“City Representatives”): (i) engages in any illegal, fraudulent, or otherwise inappropriate act or omission, directly related to the City Challenge or the Sustainable Cities Challenge, including bribery or solicitation of benefits for improper advantage; (ii) knowingly provides TMF false and misleading information regarding the City or its activities; or (iii) engages in any acts or omissions that could negatively impact TMF or its reputation.

9.2 Remedies. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“Non-Defaulting Party”) shall have the right to terminate this Agreement with thirty (30) days prior written notice, *provided that*, in the case of an Event of Default under Section 9.1.4, the Non-

Defaulting Party may immediately terminate this Agreement upon written notice; and exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief.

10. Confidentiality and Publicity.

10.1 Confidential Information. The Party receiving Confidential Information (the “Receiving Party”) from the other Party (the “Disclosing Party”) shall not disclose Confidential Information to a third party (other than the Party’s employees, lenders, counsel, accountants, directors or advisors, or any such representatives of a Party’s Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable Law or regulation, including but not limited to the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended, being MCL 15.231 et seq., with the understanding that the City will appropriately redact any privileged or confidential trade secrets and commercial or financial information provided by such Party in accordance with applicable Law, in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

10.2 Publicity; Toyota Marks. City shall not issue or make public any marketing, advertising, promotional materials, press releases or other public announcements regarding this Agreement or the activities taken hereunder except upon written and authorized agreement of TMF, unless required by law, in which case, to the extent reasonably practicable and legally permissible, TMF shall be consulted as to the content and timing of such release, announcement or statement. City shall not use any trademarks, service marks, brand names, logos, label designs, product identification, decals, artwork, domain names, social media handles, or the like (“Toyota Marks”) of TMF, Toyota Motor Corporation (“TMC”), or any parent, subsidiary or affiliate company of TMF or TMC (collectively, the “Toyota Affiliates”), in each case, without the prior written consent of TMF. City shall refrain from any activities or making any statements that, in TMF’s reasonable discretion, could harm, embarrass, reflect unfavorably, disparage, or injure the reputation or goodwill of TMF, any Toyota Affiliate, or their respective products and services or the Toyota Marks.

11. General Provisions.

11.1 Independent Contractors. Each Party is an independent contractor and not a partner or agent of the other. This Agreement shall not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligations or liability upon the other Party. No Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation, or liability in the name of or otherwise on behalf of the other Party.



- 11.2** Third-Party Beneficiaries. Each of Challenge Works and WRI shall be a third-party beneficiary of the Parties' obligations under Section 5.1 and shall be entitled to enforce such obligations as if a party hereto. Except for the foregoing, this Agreement is for the sole benefit of the Parties and is not intended to benefit any third parties.
- 11.3** Assignment. The rights and obligations assumed by City under this Agreement shall not be assigned or otherwise transferred, in whole or in part, without the written prior consent of TMF. Any assignment in violation of this Section 12.3 shall be void.
- 11.4** Dispute Resolution. In the event of a dispute between the Parties relating to this Agreement, the Parties shall promptly engage in good faith negotiation, and, if unsuccessful, shall attempt to resolve such dispute through mediation. Mediation shall be conducted in Dallas, Texas, shall fully accommodate the Parties' virtual participation from any other location, and shall be mediated by a mediator affiliated with and under the rules of ADR Services, JAMS or the International Institute for Conflict Prevention and Resolution (formerly known as the CPR Institute for Dispute Resolution). If mediation is unsuccessful, either Party may initiate arbitration and any such arbitration will be conducted in English and held in Dallas, Texas, before one neutral arbitrator, and unless otherwise agreed by all Parties to the arbitration, by and under the rules of the same organization that conducted the mediation (but not the same mediator). The Parties shall evenly share the costs of administering the mediation and arbitration. The Parties shall maintain confidentiality as to all aspects of the negotiation, mediation, and arbitration contemplated under this Section. If any confirmation or enforcement proceedings are necessary, the Parties shall use their best efforts to ensure the confidentiality of any award, including by filing any award under seal and jointly requesting that the court treat all such information as confidential.
- 11.5** Notices. Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder. Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given, received or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail or other electronic means) at the time indicated by the time stamp upon delivery and, if after 5 p.m. local time, on the next Business Day; or (d) if delivered in person, upon receipt by the receiving Party.

If to TMF: 6565 Headquarters Drive



Plano, Texas 75024
Unites States of America

If to City: City of Detroit Office of Mobility Innovation
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1126
Detroit, Michigan 48226

- 11.6** Force Majeure. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty.
- 11.7** Governing Law and Venue. This Agreement and any action related thereto shall be governed, controlled, interpreted, and defined by and under the laws of Michigan, without regard to the conflicts of laws provisions thereof. Venue for any action under this Agreement shall be Wayne County, Michigan. The Parties hereby waive any defense of lack of *personam jurisdiction*, *forum non conveniens*, or improper venue in any such action.
- 11.8** Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties relating the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof, whether oral or written.
- 11.9** Amendment; Waiver. No change, amendment to, or modification of this Agreement shall be valid unless set forth in a written instrument signed by both Parties. No waiver of any right or obligations of the Parties under this Agreement shall be implied by any action or course of conduct of a Party unless such waiver is in writing and agreed to by both Parties. The failure of a Party to insist upon or enforce performance by the other Party of any provision of this Agreement, or to exercise any right or remedy under this Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such Party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy will be and will remain in full force and effect.
- 11.10** Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as

closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

- 11.11** Rules of Interpretation. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires: (a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement; (b) words importing the singular include the plural and vice versa; (c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Article, Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified; (e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement; (f) the terms “include” and “including” mean “include or including (as applicable) without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided; and (g) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires.
- 11.12** Construction of Document. Each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- 11.13** Counterparts. The Parties may sign this Agreement in counterparts, each of which shall be considered an original, but all of which will constitute the same agreement. This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party.

[Signatures on following page]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

Date: _____

TOYOTA MOBILITY FOUNDATION

[Printed/typed name of signatory]
[Title]

Date: _____

DETROIT

[Printed/typed name of signatory]
[Title]

Schedule A

Definitions

The following terms shall have the meanings set forth below:

“Affiliate” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Texas are authorized or required by law or other governmental action to close.

“Confidential Information” means information, whether oral or written, that is delivered by one Party to the other Party that either Party stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other. Confidential Information does not include (i) this Agreement; (ii) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (iii) information that becomes publicly available through no fault of the recipient after the time of the delivery; information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and information that the recipient independently developed without a violation of this Agreement.

“Force Majeure Event” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or



parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law. “Governmental Authority” shall not in any event include any Party.

“Law” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“Notice” means, unless otherwise specified in the Agreement, written communications by a Party to be delivered by hand delivery, United States or Japan mail, overnight courier service, or electronic messaging (e-mail).

“Person” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“Sustainable Cities Challenge” is the two stage, three year global opportunity for cities and innovators as further described and set forth in <https://sustainablecitieschallenge.org/>.

Attachment 1

<u>Timeline and Milestones</u> Month	Activity	Description
February – April 2024	Challenge Activation	City will receive a range of support from TMF, WRI, and Challenge Works to create, develop, and finalize their City Challenge
May 2024	Challenge Launch	City and Sustainable Cities Challenge team publicly launch the Call to Innovators
May 2024 – Mid 2025	Innovator Selection, Solution Development, and Deployment	Sustainable Cities Challenge team and City will identify innovators to tailor mobility solutions for the Challenge and innovators will receive a range of support from Sustainable Cities Challenge team and City to deploy and test solution.
Mid 2025 – Late 2025	Challenge Winners Announced	Sustainable Cities Challenge team will select the innovation winners.

Timeline is subject to change at TMF's sole discretion.



Attachment 2

Form of Budget

This Budget Form is to be completed by the City to show the intended use of the \$100,000 stipend from TMF to the City within the guidelines established in Sections 2.4 and 2.6

Item	Description	Timeframe	Amount
*Data Aggregation	Data to support context awareness of Eastern Market, challenge theme and proposed solutions from innovators	March 2024 - Mid 2025	\$45,000
*Staff Support	City or EMP staff project time	March 2024 - Mid 2025	\$45,000
Event Support	Costs related to events, workshops	March 2024 - Mid 2025	\$5,000
Miscellaneous	Travel, work with innovators, print media, etc.	March 2024 - Mid 2025	\$5,000
Total			\$100,000

** Budget allocations for data aggregation and staff support are subject to change without affecting the total budget, which will remain \$100K).*

Attachment 3

Data Sharing Addendum

This Data Sharing Addendum (“Addendum”) is entered into by and between TMF and the City and forms an integral part of the Host City Agreement.

1. TMF and City Obligations

TMF and the City will each:

1. refrain from disclosure of Data to any person other than its Authorized Persons without the other Party’s prior written consent if required by applicable law; and
2. use and disclose the Data only for the purposes for which it has been provided, pursuant to the terms and conditions of the Host City Agreement, except either Party may aggregate, de-identify, or anonymize the Data, such that it no longer constitutes Data, and use such aggregated, de-identified, or anonymized information for its own research and development purposes.
3. take reasonable efforts to prevent the unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of the Data under its control or in its possession;
4. comply with any applicable Laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available the Data to the other Party or its Authorized Persons; and
5. provide written notice to the other Party if any Data provided to the other Party under this Agreement contains Personal Data. Each Party will not be responsible for determining on its own that any Data provided by the other Party under this Agreement qualifies as Personal Data.

2. Data

1. City hereby grants TMF a non-exclusive, sublicensable, royalty-free, fully paid, worldwide, license to use the Data for TMF’s internal purposes in connection with the City Challenge, provided City may terminate this license with 60 days advance written notice to TMF.
2. TMF will comply with applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, and disclosure of the Data.
3. TMF will employ reasonable security measures to protect the Data in accordance with TMF’s information security guidelines.



3. **Representations as to the Data:**

1. The City represents that it will make all reasonable efforts to:
 1. Ensure that the Data it provides to TMF does not include any virus or other malicious code;
 2. Ensure that the Data it provides to TMF is either the exclusive property of the City, appropriately licensed by the City, or is public information;
 3. Obtain and maintain all governmental and regulatory licenses, registrations, permits, certifications, third party permissions, rights, consents, and approvals required for use and license of the Data;
 4. Ensure that the Data is timely and accurate; and
 5. Notify TMF of any errors in the Data of which it may become aware.

4. **Limitations of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE HOST CITY AGREEMENT OR THIS ADDENDUM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

5. **Data Breach Procedures**

1. TMF maintains a cyber incident breach response plan and will implement the procedures required under such plan on the occurrence of a Data Breach.
2. TMF will notify City of a Data Breach as soon as reasonably practicable after TMF becomes aware of it.

6. **Return or Disposal of Data.** On the termination or expiration of this Agreement, TMF will promptly return to City or securely dispose of all Data in its possession. If TMF is not reasonably able to return or securely dispose of Data, including, but not limited to, Data stored on backup media or integrated with other data, TMF will continue to protect such Data in accordance with the terms of this Agreement until such time that it can reasonably return or securely dispose of such Data.

7. **Definitions.** Capitalized terms used herein shall have the meanings set forth in this Section.

1. “**Authorized Persons**” means TMF’s employees, contractors, vendors, agents, and auditors, who have a need to know or otherwise access the Data to enable TMF to perform its obligations under this Agreement, and who are bound by confidentiality



and other obligations sufficient to protect Data in accordance with the terms and conditions of this Agreement.

2. “Data” means any information, compiled and proprietary data provided by City to TMF in connection with the City Challenge, including but not limited to, Confidential Information as defined in the Agreement.
3. “Data Breach” means any unauthorized access to or disclosure or acquisition of Data or any act or omission that materially compromises the security, confidentiality, or integrity of Data, that relate to the protection of the security, confidentiality, availability, or integrity of Data or a breach or alleged breach of this Addendum relating to such privacy and data security practices.
4. “Personal Data” means information that City provides or for which City provides access to TMF, or information which TMF creates or obtains on behalf of City, in accordance with this Agreement that: (a) directly or indirectly identifies an individual; or (b) can be used to identify or authenticate an individual.

Attachment 4

Challenge Scope

Through the Sustainable Cities Challenge, TMF and the City will work together to harness the power, creativity, and energy innovation for improving access to safe, inclusive, and sustainable solutions for local mobility challenges, including the problems identified on the list below. The following list will be updated from time to time based on ongoing discussions between the Parties.

Challenge Theme (Advancing Low Carbon Mobility, Overcoming Mobility Barriers,	Advancing Low Carbon Mobility
--	-------------------------------



<p>Strengthening Mobility Systems)</p>	
<p>Detailed Summary of Problem Statement and Proposed Challenge</p>	<p>The City of Detroit seeks to reduce diesel engine runtime hours in and around the Eastern Market neighborhood, which contribute to emissions and associated air pollution, negatively impacting the health of vulnerable populations.</p> <p>Detroit’s Eastern Market is the largest historic public market district in the US. The market is Detroit’s hub for food production, processing, packaging, and distribution, selling over \$360 million of wholesale food, and exporting almost twice as much to international markets.</p> <p>Eastern Market welcomes two million visitors annually and sits in the heart of Detroit on direct routes to two international airports, three border crossings to Canada, and every major highway in the region. It organizes farmers, wholesalers, logistics operators and distributors into distribution activities designed to move food that feeds millions.</p> <p>Detroit leads the nation with 95-100th percentile freight-related emissions, including particulate matter 2.5 and 10, NOx and other harmful pollutants. The health of vulnerable residents (including children, seniors, low-income and minority residents) is disproportionately affected by these emissions. This problem is especially critical in Detroit which has the highest poverty rate of any major US city (EPA 2023) and has a majority-minority population and adult asthma rates 46% higher than the State of Michigan (MDHHS).</p> <p>One of Eastern Market’s 20 operating markets, the Wholesale Produce Market, runs from 12:00am-6:00am five days a week selling in-season harvest from 36 local farmers. On an average day, sixteen (16) refrigerated Class 8 trucks pull up and idle while they unload their cargo. Across the terminal, thirty-five (35) refrigerated box trucks load purchased goods for local delivery. These trucks supply the largest independent grocery network in the US stretched across the three counties of metro Detroit. Left idling to keep their produce fresh, there’s an average runtime of approximately 49,151 engine hours for box trucks and 24,575 engine hours for big rig trucks every year.</p> <p>In 2019, the City of Detroit in partnership with Eastern Market Partnership (EMP) published the Eastern Market Framework Plan to expand both residential housing and food manufacturing on several acres of vacant land to the east of</p>



	<p>the market. Implementation of that plan is currently underway and includes green buffer improvements and some truck routing. This expansion nearly doubles the market's footprint, production, and processing capacity, and will result in increased freight traffic over the next 20 to 30 years. With the addition of more people and trucks, the City and EMP are looking to use the Sustainable Cities Challenge (SCC) to establish a Clean Freight Innovation Zone to reduce diesel engine runtime hours, fuel consumption, and associated carbon emissions.</p>
--	--