



CITY OF DETROIT
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 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

October 3, 2022

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 FY 2022 Fuel Transformation Grant and the Real-World Deployment Grant

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City of Detroit General Services Department (GSD)—Sustainability Division with the FY 2022 Fuel Transformation Grant, for a total of \$100,000.00, to support the Charge Up Michigan Project. NextEnergy Center has also awarded the GSD-Sustainability Division with the Real-World Deployment Grant, for a total of \$100,000.00, to support the Charge Up Michigan Project. The total project cost is \$429,500.85. The EGLE Grant will support the required match for the NextEnergy Center Grant and the NextEnergy Center Grant will support the required match for the EGLE Grant. In addition, there is a remaining City required match of \$229,500.85, which will be provided by the City of Detroit's allocation of American Rescue Plan Act Funds.

The following table provides a summary of the overall budget and funding sources:

Funding Sources	
EGLE Grant	\$100,000.00
NextEnergy Center Grant	\$100,000.00
ARPA	\$229,500.85
Total Project Cost	\$429,500.85

The objective of both grants is to construct an Electric Vehicle (EV) Charging Station in Detroit. The funding allotted to the department will be utilized to purchase and install Direct Current Fast Charger electric vehicle (EV) charging equipment, conduct site preparation work, and pay for networking fees and signage. Both grants are reimbursement grants.

If approval is granted to accept and appropriate this funding, the appropriation number is 21137, with the match amount coming from appropriation number 22002. The match source is provided from the American Rescue Plan Act (ARPA) "City Services and Infrastructure" appropriation. 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:
Steven Watson
42C91AA10FE84AD...

Office of Budget
DocuSigned by:
Pamela Parrish
70C0D4CF3DFD453
Agreement Approved as to Form
By the Law Department



Office of Development and Grants

CITY OF DETROIT

RESOLUTION

Council Member _____

WHEREAS, the General Services Department (GSD)—Sustainability Division is requesting authorization to accept a grant of reimbursement from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), in the amount of \$100,000.00, to construct an Electric Vehicle (EV) Charging Station in Detroit; and

WHEREAS, the General Services Department (GSD)—Sustainability Division is requesting authorization to accept a grant of reimbursement from NextEnergy Center, in the amount of \$100,000.00, to construct an Electric Vehicle (EV) Charging Station in Detroit; and

WHEREAS, the EGLE Grant will support the required match for the NextEnergy Center Grant and the NextEnergy Center Grant will support the required match for the EGLE Grant; and the total project cost is \$429,500.85; and there is a remaining City required match of \$229,500.85, which will be provided by the City of Detroit’s allocation of American Rescue Plan Act Funds; and

WHEREAS, the local match source is coming from appropriation 22002, which is the American Rescue Plan Act (ARPA) “City Services and Infrastructure” appropriation; and

WHEREAS, the following table provides a summary of the overall budget and funding sources:

Funding Sources	
EGLE Grant	\$100,000.00
NextEnergy Center Grant	\$100,000.00
ARPA	\$229,500.85
Total Project Cost	\$429,500.85

WHEREAS, the Law Department has approved the attached EGLE agreement as to form; and the Law Department has approved the attached NextEnergy Center 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 both of the grant agreements on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21137, in the amount of \$429,500.85, which includes the EGLE Grant in the amount of \$100,000.00, and the NextEnergy Center Grant, in the amount of \$100,000.00, and a cash match coming from Appropriation 22002, for the FY 2022 Fuel Transformation Grant and for the Real-World Deployment Grant.



**CHARGE UP MICHIGAN GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF DETROIT**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Detroit ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0087 of 2021. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Charge Up Michigan	Project #:
Amount of grant: \$100,000.00	% of grant state 20 / % of grant federal 80
Amount of match: \$329,500.85 = %	PROJECT TOTAL: \$429,500.85 (grant plus match)

Start Date (executed by EGLE): [Click or tap to enter a date.](#) End Date: 03/30/2023

GRANTEE CONTACT INFORMATION:

Name/Title: Maria M. Galarza, Manager of Strategic Partnerships
Organization: City of Detroit
Address: 115 Erskine
City, State, ZIP: Detroit, Michigan 48201
Phone Number: 313-920-7455
Fax Number:
E-Mail Address: galarzam@detroitmi.gov
Federal ID Number (Required for Federal Funding): 38-6004606
Grantee DUNs/UEI Number (Required for Federal Funding): GS94M2VMNMJ3
SIGMA Vendor Number: CV012668

STATE'S CONTACT INFORMATION:

Name/Title: Jessica Crawford, Community Program Coordinator

Division/Bureau/Office: Materials Management Division

Address: Constitution Hall, 525 W Allegan St

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-231-1051

Fax Number:

E-Mail Address: crawfordj15@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Crystal Perkins, Deputy Director

Signature	Name/Title	Date
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FOR THE STATE:

Elizabeth M. Browne, Director, Materials Management Division

Signature	Name/Title	Date
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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line-item revisions less than 5 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is

copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

- (A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.
- (B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: www.SAM.gov.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

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PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
CHARGE UP MICHIGAN

City of Detroit

I. Project Summary

EGLE and partners (electric utilities, applicant, and other state entities) will provide funding for 50 single port level 2 electric vehicle (EV) charging equipment through the State Energy Program

II. Contact Information

Contact information of the party responsible for overseeing the EV site location and individual who will be reporting directly to the State about the project.

Name/Title: Bashar Dimitry, Program Analyst
Organization: City of Detroit
Street Address: 2 Woodward
City, State, Zip code: Detroit, MI 48226
Phone: 313-224-4195
Email: dimitryb@detroitmi.gov

III. Project Information

Location(s) and Equipment.

Site Address	EV Equipment	Total Estimated Cost
1600 W Lafayette Blvd, Detroit, MI 48216	50x level 2 chargers	\$429,500.85

IV. Other Documentation

Attachments may include:

1. Supporting Documentation

Any supporting documentation related to the project (quotes, project calculations, utility review documentation, other financial assistance etc.).

V. Effective Date

The effective start date of this agreement for reimbursement purposes, at the request of the Grantee as approved by the State, is the date of award approval, April 1, 2021, as allowable under section III. Changes in the Grant Agreement.

**ATTACHMENT B
BUDGET PROPOSAL**

FY23 Charge Up Michigan
City of Detroit

Budget Line Item	State	Grantee	Total
Personnel & Fringe	\$0.00	\$0.00	\$0.00
Contractual	\$100,000.00	\$329,500.85	\$429,500.85
Supplies & Materials	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Indirect @ %	\$0.00	\$0.00	\$0.00
Total	\$100,000.00	\$329.500/85	\$429,500.85

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

REAL WORLD DEPLOYMENT AGREEMENT

Effective this [REDACTED] day of [REDACTED], 2022 (the “Effective Date”), the

Parties agree as follows:

RECITALS

Whereas, Applicant has received a Real-World Deployment Grant from the Michigan Economic Development Corporation [“MEDC”] through the Michigan Mobility Funding Platform for the development of mobility technology; and

Whereas Applicant wishes to plan and implement its Real-World Deployment using the services of NextEnergy Center [“NextEnergy”] for assistance as set forth in this Agreement; and

Whereas Applicant and NextEnergy wish to memorialize the terms of their agreement for assistance by NextEnergy in this Agreement;

NOW THEREFORE, in consideration of the mutual undertakings set forth herein, the Parties agree as follows:

1. When used in this Agreement, the words in this section have the following meanings:

- a. “Applicant” means the City of Detroit.
- b. “NextEnergy” means NextEnergy Center, its affiliates, directors, officers, members, managers, successors, employees, agents, servants and attorneys.
- c. “Party” or “Parties” means Applicant and NextEnergy.
- d. “MEDC” means the Michigan Economic Development Corporation, its affiliates, directors, officers, members, managers, successors, employees, agents, servants and attorneys.

e. “Real-World Deployment” means Municipal Parking Dept Electrification as selected and awarded through the Michigan Mobility Funding Platform.

f. “Term” means from the Project Start Date until this Agreement has expired or been earlier terminated. The Project Start Date will be January 1, 2022 and the Project End Date will be June 30, 2023

2. The Parties agree that NextEnergy will provide the following services to Applicant during the period of this Agreement:

a. NextEnergy will assist Applicant in planning and executing this Real-World Deployment Agreement containing an agreed upon Statement of Work (pilot goals, objectives, milestones, tasks, schedule, timeline, place of performance, etc.) for the Real-World Deployment. The Statement Work will be included as part of this Agreement as Attachment A;

b. NextEnergy will assist Applicant in the implementation of the Real-World Deployment(s) according to the Statement of Work but NextEnergy is not a guarantor of any Real World Deployment’s success or required to provide or raise capital for Applicant;

c. NextEnergy will distribute program funding to Applicant for costs and expenses related to the Real-World Deployment(s), as outlined in the Statement of Work, including the cost of infrastructure hardware, software, and project management.

d. NextEnergy will provide Applicant with assistance concerning regulations and procedures required to appropriately deploy its technology in Michigan, but NextEnergy is not obligated to provide legal advice or counsel to any Real-World Deployment Grantee or to supply an attorney to Applicant.

e. NextEnergy will assist Applicant in planning and executing a data sharing policy whereby all data generated, collected, stored and analyzed by the pilot technology is made available in a human readable format and available in turn to MEDC; and

f. NextEnergy will provide grant funding in the amount of \$100,000.00; and

3. In consideration of the undertakings by NextEnergy described herein, Applicant agrees as follows:

a. Applicant will plan and perform this Real-World Deployment agreement containing an agreed upon Statement of Work (pilot goals, objectives, milestones, tasks, schedule, timeline, place of performance, etc.) for the Real-World Deployment in a form satisfactory to NextEnergy and MEDC.

b. Applicant will implement the Real-World Deployment(s) to completion according to the Statement of Work, which may be amended from time to time by mutual agreement in writing. Applicant agrees that NextEnergy is not a guarantor of any Real-World Deployment's success or required to provide or raise capital for Applicant.

c. Applicant will apply to NextEnergy for payment of costs and expenses related to the Real-World Deployment(s), as outlined in the Statement of Work, including the cost of infrastructure hardware software, and project management and provide such evidence to support requests for payments, including without limitation receipts and/or documentation satisfactory to NextEnergy.

d. Applicant will comply with regulations and procedures required to appropriately deploy its technology in Michigan. NextEnergy is not obligated to provide legal advice or counsel to any Real-World Deployment Grantee or to supply an attorney to Applicant.

e. Applicant will plan and execute a data sharing policy in the form and format agreed upon in the Scope of Work, whereby all data generated, collected, stored and analyzed by the pilot technology that does not otherwise include any information marked by NextEnergy as “confidential” or “proprietary” is made available in a human readable format and available in turn to NextEnergy and MEDC.

f. Applicant will register in the Urban Leap Platform and will report Real World Deployment Results in the Urban Leap Platform based on the schedule in the Statement of Work.

g. Applicant will provide a plan outlining its long-term growth strategy in Michigan.

h. Applicant will complete the post-pilot completion survey, as provided by NextEnergy after the Real-World Deployment Statement of Work is agreed upon, and at six (6) months and twelve (120 months after completion of the Real-World Deployment.

4. Applicant understands and agrees that while NextEnergy will exercise due diligence in providing services and assistance pursuant to this Agreement, NextEnergy cannot and does not guarantee any outcome, returns or profit from the Real-World Deployment.

5. This Agreement may be terminated immediately upon notice to Applicant upon the occurrence of any of the following events:

a. MEDC terminates its contract with NextEnergy as restated on May 21, 2021.

b. Applicant violates any term or condition imposed by MEDC for participation in the Michigan Mobility Funding Platform.

c. Applicant ceases operations, seeks bankruptcy protection, files for receivership; or

d. Applicant or any employee of Applicant specifically involved in the management and implementation of this Agreement is convicted of any felony, crime of moral turpitude or any other criminal offense that, in the sole discretion of NextEnergy, reflects on Applicant's business integrity.

e. Applicant shall implement the project in accordance with the High-Level Budget outlined in Attachment B and with the services and payment timeline outlined in Attachment C.

6. This Agreement may be terminated by either Party on thirty (30) days prior written notice. This Agreement will automatically terminate on the Project End Date, or such date as otherwise mutually agreed to by the Parties in writing.

7. Intentionally omitted.

8. Intentionally omitted.

9. Intentionally omitted.

10. Neither Applicant nor Applicant's employees or contract personnel are, or shall be deemed, NextEnergy's employees, agents or servants. Applicant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Applicant shall select all matters relating to how and the order in which the work is performed. This Agreement does not create a partnership or joint venture relationship. Applicant does not have authority to enter into contracts on NextEnergy's behalf.

11. Applicant and Applicants' employees and contract personnel shall comply with all applicable federal, state, and local laws and executive orders. Applicant and Applicant's employees

and contract personnel will comply with all federal, state, and local laws requiring any licenses, business permits, and certificates required to carry out the services to be performed under this Agreement and Applicant will obtain and maintain those permits, certificates and/or licenses through the Term.

12. NextEnergy will not (1) withhold FICA (Social Security and Medicare taxes) from Applicant's payments or make FICA payments on Applicant's behalf; (2) make state or federal unemployment compensation contributions on Applicant's behalf, or (3) withhold state or federal income tax from Applicant's payments. Applicant shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Applicant is not a corporation, self-employment (Social Security) taxes. Upon request, Applicant shall provide NextEnergy with proof that such payments have been made.

13. Applicant understands that neither Applicant nor Applicant's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of NextEnergy.

14. NextEnergy shall make no state or federal unemployment compensation payments on behalf of Applicant or Applicant's employees or contract personnel. Applicant will not be entitled to these benefits in connection with work performed under this Agreement.

15. NextEnergy shall not obtain workers' compensation insurance on behalf of Applicant or Applicant's employees. If Applicant hires employees to perform any work under this Agreement, Applicant will cover them with workers' compensation insurance to the extent required by law.

16. Applicant acknowledges that it may be necessary for NextEnergy to disclose certain confidential and proprietary information to Applicant in order for Applicant to perform duties

under this Agreement. Accordingly, Applicant will not disclose or use, either during or after the term of this Agreement, any information of NextEnergy marked by NextEnergy as “proprietary” or “confidential” without NextEnergy's prior written permission, except to the extent necessary (1) to perform services on NextEnergy's behalf, and (2) to the extent permitted by law, including but not necessarily limited to requests under the Freedom of Information Act. Proprietary or confidential information includes: (1) the written, printed, graphic, or electronically recorded materials furnished by NextEnergy for Applicant to use; (2) any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that NextEnergy makes reasonable efforts to maintain the secrecy of; (3) business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and (4) information belonging to customers and suppliers of NextEnergy about whom Applicant gained knowledge as a result of Applicant’s performance of the Real World Deployment. Upon termination of Applicant's services to NextEnergy, or at NextEnergy's request, Applicant shall deliver to NextEnergy all materials in Applicant's possession relating to NextEnergy's business. Notwithstanding the foregoing, Confidential Information shall not include information or material that is publicly available or becomes publicly available through no action or fault of the Receiving Party.

17. This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire and integrated agreement of the parties, and supersedes any and all previously written or oral understandings and agreements between the parties, respecting the subject matter hereof. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said Parties have not relied on any representation,

assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

18. This Agreement may only be modified in writing executed by the Parties.

19. The provisions of this Agreement are severable. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

20. This Agreement shall be governed by the substantive law of the state of Michigan without giving effect to its choice of law principles.

21. Notices required by this Agreement shall be delivered via United States Mail certified mail return receipt requested or overnight delivery with delivery receipt required as follows:

a. to NextEnergy:

William Siddall
Chief Operating Officer
461 Burroughs St.
Detroit, Michigan 48202

with a copy to:

Latonya Bindford
Senior Accountant
461 Burroughs St.
Detroit, Michigan 48202

b. to Applicant:

City of Detroit General Services Department
115 Erskine
Detroit, Michigan 48201
Attn: Maria Galarza

with a copy to:

City of Detroit
Office of the Corporation Counsel
2 Woodward Avenue, Suite #510
Detroit, Michigan 48206
Attn: TED/Chief Administrative Corporation Counsel

22. This Agreement may be executed in counterparts and delivered in counterparts by facsimile or via pdf images, each of which so executed and delivered counterpart is original, and such counterparts, together, shall constitute but the same instrument. Each of the parties hereto agrees to additionally execute, and deliver, original copies of this Agreement circulated subsequent to its initial execution and delivery by facsimile.

23. The terms and conditions of sections 16, 17, 19 and 20 shall survive termination of this Agreement for a period of one (1) year.

In witness whereof, NextEnergy and the Applicant have executed this Agreement by the signature of its authorized representatives, as shown below, effective as of the Effective Date.

Date:

NEXTENERGY CENTER

By: _____

Position: _____

Date:

CITY OF DETROIT

By: _____

Position: _____

ATTACHMENT A – STATEMENT OF WORK

[Attachment A will be further developed by the Applicant and approved by NextEnergy]

Project Description: The Applicant shall design, build, operate and maintain (DBOM) services that include furnishing and installing hardware with accompanying software implementation for facilitation and management of Electric Vehicle Charging Stations (EVCS), primarily for the City's fleet.

The Applicant shall participate in the DTE Charging Forward^[1] program, as well as apply for incentives from the State of Michigan's Energy Office.^[2] The Applicant shall provide progress reports on status of incentives and pass any such credits, reimbursements, or other savings through to the City by subtracting the rebate amounts from its invoices for completed tasks. The City shall be notified within three (3) business days upon the acceptance or rejection of rebate applications from either party.

^[1] <https://newlook.dteenergy.com/wps/wcm/connect/dte-web/home/service-request/business/electric/electric-vehicles/pev-biz-fleet?&projectid=4dbeb025-a2ad-46bb-a937-a668f129d20c>

^[2] https://www.michigan.gov/climateandenergy/0,4580,7-364-85453_98214_98294-521149--,00.html

Project Objective: The Applicant shall provide and install 50 Level 2 EVCS at 1600 West Lafayette in the outdoor, at grade level, parking lot. Tasks for this project will be divided into two (2) phases, as indicated below. The Applicant shall be 100% responsible for complete

engineering, drawings and complete construction. Additionally, the Applicant shall be responsible for 5 years of operating, maintenance and complete repair of warranty and non-warranty work for the entire EVCS system, technology materials and equipment and electrical primary and secondary materials and equipment, including OEM warranties, provided under this Contract.

Project Schedule: The City is transitioning the Parking Enforcement Fleet (“PEF”, up to 50 light duty vehicles) to fully electric over two (2) years of vehicle buys in three (3) phases; however, the City reserves the option to order all Phase 1 and Phase 2 work to be completed in a single task rather than two (2) phases; and, if so, the timelines for each phase shall be consecutive.

Phase 1: install 20 completely operational individual charging port stations (could be 10 dual ports) in the parking lot; include conduit installation such that additional future electrical vehicle charging infrastructure could be easily installed at 1600 West Lafayette to accommodate portions of Phase 2 Work.

Phase 2: install 30 completely operational individual charging port stations.

Phase 3: provide extensible pricing proposal advice, for future fleet parking and publicly accessible charging infrastructure for future expansions.

Project Location: Intended location of the chargers would be at 1600 West Lafayette in the parking lot. The City has proposed, but not finalized, locations within the parking lot. Preferred installation locations would minimize the disruption of existing asphalt parking lot surface.

Future renewals of this Contract may result in up to 200 additional Level 2 EVCS installs at other City locations and up to 10 publicly accessible (DCFC) locations throughout the City. Successive installations may be informed by the City's success with this project.

The Applicant shall hold all pricing and margins constant for future EVSE installations under this Contract, excepting site specific variables that would cause cost variation due to additional labor or materials due solely to those site-specific variables.

Phase 1: 20 Level 2 charging ports

Architect/Engineer (A&E) Services:

- Applicant shall complete a survey of existing parking lot.
- The survey shall locate and identify utilities within site boundary and exterior ROW (right of way), sufficient enough for design all required features of the parking lot.
- Applicant shall coordinate with DTE to provide utility power to the site.
- Applicant shall provide final design plans for developing electrical charging station, new DTE meter, main distribution, and transformer.
- Applicant shall provide and submit required stamped and sealed construction documents for required government permits and approvals. Permit and all City requirements are the responsibility of the Applicant.

Electrical Service:

- Install a minimum of 2000 Amp, 208/120 volt, 3 Phase, 4 wire electrical service. This work includes properly grounding the electrical service
- Install a minimum of 2000 Amp, 208/120 Volt, 3 Phase, 4 wire, NEMA Type 3R rated main distribution panel with a minimum of 2000 Amp main disconnect. This work includes installing the associate feeder, proper grounding and branch electrical circuits.

Network Cabling & Equipment:

- Provide a network system for EV chargers with Cat 6 cable to each charging station
- Provide the Department of Innovation and Technology (DoIT) with patch cords for each network drop
- Install a new enclosed, air-cooled Data/Comm. enclosure
- Provide and install (1) new Avaya Extreme Data Switch and (1) new patch panel
- Install a 3000-watt rack mounted UPS to back up the new Avaya switch
- Install fiber cable to the new Avaya switch
- Provide testing and certifying each network and fiber optic cable.

Level 2 EV Charging Station:

- Infrastructure for ten (10) Level 2 dual electrical vehicle charging stations to be installed in the staff parking lot.
- Provide and install (10) dual vehicle charging station. Assume dual charging stations will operate at 60-Amp, 208 volts, 1-phase.

Site Work:

- Install conduit for all 50 charging stations.
- Provide grade conduits using the directional bore method.
- Install concrete foundation and bollards for the following:
 - Electrical vehicle charging stations
 - Utility transform
 - Distribution equipment

Site Restoration:

- The completion of the site restoration work shall include, but is not limited to: the restoration of all areas disturbed by the construction work operations, backfilling, all final lawn rough grading, finish fine grading of the lawn surfaces as specified in the preparation to install the hydro-seeding materials for lawn areas, the actual hydro-seeding and fertilization of the prepared and approved turf lawn areas, protection of all fixed site improvements like fencing, trees, walk and other paved surfaces from any over-spray, clean-up following installation work, aeration, and fertilizing, and other maintenance and care necessary to produce a quality lawn including scarifying and re- application of any bare areas as required until the new turf is fully established and accepted by the City and final clean-up of the parking lot to turn back over to the City, and all other items necessary to complete the job, whether specifically mentioned or implied. If the City Representative determines that topsoil from this site or other project sites is acceptable topsoil the Applicant may be allowed to reuse the acceptable topsoil as back fill material for site restoration.

Wi-Fi Phase 1 :

- In lieu of the base bid scope of installing Cat 6 cable to the (10) dual EV charging stations, provide and install Wi-Fi units to support (10) dual EV charging stations.

Phase 2: Additional 30 Level 2 charging ports

Architect/Engineer (A&E) Services:

- Applicant shall complete a survey of existing parking lot.
- The survey shall locate and identify utilities within site boundary and exterior ROW (right of way), sufficient enough for design all required features of the parking lot.
- Applicant is responsible to coordinate with DTE to provide utility power to the site.
- Applicant shall provide final design plans for developing electrical charging station, new DTE meter, main distribution, and transformer.
- Applicant shall provide and submit required stamped and sealed construction documents for required government permits and approvals. Permit and all City requirements are the responsibility of the Applicant.

Network Cabling & Equipment:

- Provide a network system for EV chargers with Cat 6 cable to each charging station.
- Provide DoIT with patch cords for each network drop.
- Install a new enclosed, air-cooled Data/Comm. Enclosure.
- Provide and install (1) new Avaya Extreme Data Switch and (1) new patch panel.

- Install a 3000-watt rack mounted UPS to back up the new Avaya switch.
- Install fiber cable to the new Avaya switch.
- Provide testing and certifying each network and fiber optic cable.

Electrical Work: Level 2 EV Charging Station:

- Infrastructure for (15) Level 2 dual electrical vehicle charging stations to be installed in the staff parking lot.
- Provide and install (15) dual vehicle charging station. Assume dual charging stations will operate at 60-Amp, 208 volts, 1-phase.
- A temporary generator must be provided and connected to keep phase 1 in operation with any power shutdown needs to take a place during phase 2 works

Site Work:

- Install concrete foundation and bollards for the (15) Electrical vehicle charging stations.

Site Restoration:

- The completion of the site restoration work shall include, but is not limited to: the restoration of all areas disturbed by the construction work operations, backfilling, all final lawn rough grading, finish fine grading of the lawn surfaces as specified in the preparation to install the hydro-seeding materials for lawn areas, the actual hydro-seeding and fertilization of the prepared and approved turf lawn areas, protection of all fixed site improvements like fencing, trees, walk and other paved surfaces from any over-spray,

clean-up following installation work, aeration, and fertilizing, and other maintenance and care necessary to produce a quality lawn including scarifying and re- application of any bare areas as required until the new turf is fully established and accepted by the City and final clean-up of the parking lot to turn back over to the City, and all other items necessary to complete the job, whether specifically mentioned or implied. If the City Representative determines that topsoil from this site or other project sites is acceptable topsoil the Applicant may be allowed to reuse the acceptable topsoil as back fill material for site restoration.

Additional Services:

- The Applicant shall provide additional services as approved by the City Representative(s) for resolutions to hidden conditions, necessary repairs, and desired work associated with this project. An allowance of 10% to be provided for additional services.

General Conditions

- The Applicant shall be prepared to participate in the DTE Charging Forward^[1] program, as well as to apply for incentives from the State of Michigan’s Energy Office.^[2] The Applicant shall pass any such credits, reimbursements, or other savings through to the City.

^[1] <https://newlook.dteenergy.com/wps/wcm/connect/dte-web/home/service-request/business/electric/electric-vehicles/pev-biz-fleet?&projectid=4dbeb025-a2ad-46bb-a937-a668f129d20c>

^[2] https://www.michigan.gov/climateandenergy/0,4580,7-364-85453_98214_98294-521149--,00.html

- Applicant shall support the capacity needed to service the workload and flow of the General Services Department (GSD).
- Applicant shall be responsible for constructing the approved design to meet code and contract compliance.
- The Applicant shall participate as a team member with GSD and MPD.
- The Contractor shall provide support and guidance to the City throughout the entire project.
- The General Contractor/Construction Manager (GC/CM) shall provide all shop drawings and specifications for the approved scope task. Submittals and all work need to be approved before construction. GSD will review work plans and develop an adequate approach with the Applicant.
- The GC/CM shall provide Scope Management, Constructability Reviews and Cost Control services throughout the entire project.
- Upon receipt of City approval of the general work scope and specifications, provide a detailed construction estimate showing the values of all components of the project.
- The GC/CM shall provide services to monitor the project budget throughout the entire project.
- The GC/CM shall provide a schedule of construction for the entire project and is responsible for monitoring the construction progress throughout the entire project. The GC/CM will be responsible for ensuring that the final project target completion date is met.

- The GC/CM will be responsible for contracting with any and all required trades services/subcontractors. The GC/CM will be responsible for developing the necessary scopes of work not detailed by the design team, creating all bid packages and bid forms, contacting potential bidders, conduct the bidding and presenting a final bid tabulation for each section of the work for approval by the City. If the GC/CM proposes to self-perform work, they must bid with their own forces and provide a bid for approval by the City.
- Provide project management and supervisory services necessary to construct the project as defined by the Contract Documents and in accordance with the final construction schedule.
- Closely supervise all work, ensuring adherence to specifications, quality, standards, schedule and cost.
- Maintain regular updates to the City.
- Provide all documentation of guarantees, warranties and operating manuals, and system training to the City.
- Conduct weekly meetings with the City of Detroit to discuss and coordinate project progress.
- Develop project schedule for completion construction documents.
- Provide support and guidance to the City throughout the entire project.
- Provide a quarterly report that includes: (i) project schedule, (ii) percent of tasks completed, (iii) detailed cost estimates
- Prepare payment and invoice requests, verify accuracy and forward for review and approval and payment.
- Assemble close-out documents, including but not limited to, material cut sheets, warranties and final design drawings and specifications (digitized).

Attachment B: Overall Project Budget**Electric Vehicle Chargers Grant Project**

Grant Name	Source	Amount	Percent
<i>Fuel Transformation Grant</i>	EGLE	\$ 100,000.00	23.28%
<i>MPD Electric Vehicle Chargers MEDC Sub-Grant</i>	MEDC (via Next Energy)	\$ 100,000.00	23.28%
<i>City Match</i>	American Rescue Plan Act allocation	\$ 229,500.85	53.43%
Total		\$ 429,500.85	100.00%

Line Item	Installation Location	Quantity	Unit Cost	Total Cost
<i>Vehicles and Equipment: 50x L2 Chargers</i>	1600 W Lafaayette Blvd., Detroit, MI	50	\$ 8,590.02	\$ 429,500.85
<i>Staff Time</i>	NA	NA	\$ -	\$ -
<i>Indirect Cost</i>	NA	NA	\$ -	\$ -
Total		50	\$ 8,590.02	\$ 429,500.85

Notes:

Unit cost is exactly \$8,590.017 and rounded to \$8,590.02

Attachment C: Services and Payment Timeline

Real World Deployment Name:

Total Budget:			Entries	Budget Remaining to Enter
	Grant Payout	\$100,000	\$100,000	\$0
	Cost Share: Cash	\$329,500	\$329,500	\$0
	Cost Share: In-Kind	\$0	\$0	\$0
	Total Budget	\$429,500	\$429,500	\$0

***Note: DO NOT ENTER IN-KIND COST SHARE INTO THE FIELDS BELOW**

Milestone	Description	Delivery Date	Materials & Supplies	Contractual	Staffing: Hours	Staffing: Rate	Staffing: Total	Travel	Total
Phase 1 Contractual Services: Equipment, Site Work and Construction									
	Insert Milestone here]	[yyyy.mm.dd date by which milestone is met]]	[Hardware, software, equipment]	Subcontracting HAGE Automotive, LLC	Labor associated to staff hours	Rate per hour charged for hours worked		# of trips, # persons, general purpose	\$(USD)
M1	<i>Purchase of Equipment and Construction services including Site Work, Trenching for electric lines, conduit work, concrete pads for wire, etc.</i>	2022.08.31		\$296,550					\$296,550
									\$0
									\$0
									\$0
									\$0
									\$0
Phase 1 Budget Sub-total			\$0	\$296,550					\$296,550
Grant Payout Schedule			\$0	\$0					\$0
Cash Cost Share Schedule			\$0	\$196,550					\$196,550
Phase 2 Implementation									
M2	<i>Contractual Services: Connecting Charger and DTE Install (DTE Switchgear Allowance)</i>	2023.06.30		\$132,950					\$132,950
									\$0
									\$0
									\$0
									\$0
Phase 2 Budget Sub-total			\$0	\$132,950					\$132,950
Grant Payout Schedule			\$0	\$100,000					\$100,000
Cash Cost Share Schedule			\$0	\$132,950					\$132,950
Phase 3 NA									
Phase 3 Budget Sub-total									
Grant Payout Schedule									
Cash Cost Share Schedule									
Pilot Totals									
Total Budget			\$0	\$429,500	0		\$0	\$0	\$429,500
Total Grant Payout Schedule			\$0	\$100,000	0		\$0	\$0	\$100,000
Total Cost Share Schedule			\$0	\$329,500	0		\$0	\$0	\$329,500