

NextEnergy Grant Agreement

This binding Agreement (the “**Agreement**”) is entered into as of 2/27/2023 (the “**Effective Date**”) by and between NextEnergy, 440 Burroughs Suite 370, Detroit, MI 48202 (the “Grantor”) and the City of Marquette, 300 W Baraga Ave., Marquette, MI 49855 (the “Grantee”). As used in this Agreement, NextEnergy and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

- 1) **NATURE OF SERVICES.** The purpose of this Agreement is to provide up to \$200,000 over multiple phases to the Grantee from NextEnergy’s MiNextCities program for the purpose of supporting the development and implementation of the Grantee’s project as outlined in the Scope of Work included as Attachment A.
- 2) **PERFORMANCE SCHEDULE.** This Agreement will commence on the Effective Date and will be effective for 90 days past the completion date as outlined in Attachment A.
- 3) **INCORPORATION BY REFERENCE.** The following documents are incorporated by reference as binding obligations, term, and conditions of the Agreement.
 - a) Attachment A – Scope of Work and Milestone Template
In the event of any inconsistency between the provisions of Attachment A of this Agreement, the provisions of this Agreement shall control.
 - b) Attachment B – Planning Budget
 - c) Attachment C – State of Michigan Grant Requirements
- 4) **PAYMENT SCHEDULE INFORMATION.** NextEnergy agrees to pay the Grantee a sum not to exceed \$200,000 (the "Grant") contingent upon completion of milestones and statement of work.
 - a) Payment under this Agreement shall be made by NextEnergy to Grantee as outlined in the Scope of Work upon receipt and approval of Grantee’s report and billing statement stating that the work for which payment is requested has been appropriately performed. Grantee shall provide the Grantor with Grantee’s billing statement and summary reports via the reporting requirement and schedule as outlined in the Scope of Work.
 - b) The Grantee agrees that all funds shown in the Budget are to be spent as specified. This Agreement does not commit NextEnergy to approve requests for additional funds during or beyond this Grant period.
 - c) Changes in the budget will be allowed only upon prior review and written approval by the Grant Administrator.

- d) In the event that there are charges submitted at the milestone that deviate from the agreed-upon expenditure or budgeted amount, Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment. Grantor shall notify Grantee of any such issue within seven (7) business days of receipt of billing statement and attempt to cure the issue with Grantee within five (5) business days.
- 5) **GRANT ADMINISTRATOR.** The Grantee must communicate with the Grantor representative named below or his or her designee regarding this Agreement (the "Grant Administrator"). The Grant Administrator may be changed, at any time, at the discretion of NextEnergy.
- a) Grant Administrator for NextEnergy
Kate Bell
MiNextCities Program Manager, NextEnergy
440 Burroughs St.
Suite 370
Detroit, MI 48202
313.319.8010
kateb@nextenergy.org
- 6) **INVOICING.** Grantee shall categorize each invoice with current and cumulative charges entered appropriately to date. ***Notice: Payment processing can take up to 60 days after invoice submission.***
- a) All invoices and supporting documents will be emailed to invoices@nextenergy.org with cc: to the Grant Administrator.
- b) NextEnergy point of contact for receiving grant invoices is:
Latonya Binford
Senior Accountant
313.833.0100 x103
latonyab@nextenergy.org
- c) Grant invoices for completed work must include the following:
- i) A unique identifying number, date issued, bill to, payable to and project title. NextEnergy issues electronic funds transfer payments and requires a completed Vendor Payment Information Form for grant payment submission. Please see Sample Invoice for illustration.
- ii) **The Billed To Address:** NextEnergy 440 Burroughs St Suite 370 Detroit MI 48202
- iii) A completed Memorandum for the Record. NextEnergy will provide a template for this short-form record. For each invoice, briefly describe the completion of work (who/what/where/when/why) and include, if any, significant variations in planned scope and budget vs. actual. Note: this document and associated completed work is subject to final approval by the Grant Administrator prior to processing invoice payment.

- iv) The invoice and all supporting documentation including receipts provided in PDF format. Please see Invoice Supporting Documentation Guidance for acceptable supporting documents.
- 7) **GRANTEE DUTIES.** Grantee agrees to undertake, perform, and complete the services fully described in the Scope of Work as mutually agreed upon by 1) NextEnergy, 2) any strategic partner to be agreed upon by the Grantor and the Grantee, and the 3) Grantee; and as required by the final selection of a strategic partner, to amend the Scope of Work and any Agreement terms as deemed necessary.
- a) Within ten (10) business days following the last business day of each month, the Grantee will provide a high-level progress report.
 - b) This report shall include a summary of activities to date.
- 8) **RELATIONSHIP OF THE PARTIES.** Due to the nature of the services described herein and the need for the specialized skills and knowledge of Grantee, NextEnergy is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of NextEnergy due to this Agreement.
- a) Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of NextEnergy as to means and methods of performance.
 - b) NextEnergy is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
 - c) All tools, supplies, materials, equipment and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
 - d) Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of NextEnergy.
- 9) **ACCESS TO RECORDS.** During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services were performed and the identity of all individuals paid for such services, and shall allow access to those records by NextEnergy or their authorized representative at any time during this period.
- 10) **TERMINATION.** This Agreement shall terminate upon the earlier of the following:
- a) On 03/15/2023 if the Scope of Work and Milestone Template is not completed.
 - b) The Ending Date, as outlined in the Scope of Work.
 - c) Termination for nonperformance of the Scope of Work or an Event of Default by either party by giving thirty (30) calendar days prior written notice to the other Party.

d) In the event that the sponsors of MiNextCities take any action that affects NextEnergy's ability to fund and administer this Agreement, cancellation may be made by giving thirty (30) calendar days prior written notice to the Grantee. Any costs incurred prior to the date of notice will be reimbursed by Grantor to Grantee. Grantor will provide Grantee with a statement for public disclosure as to the nature of the termination.

11) **EMPLOYEES.** The Grantee will not hire any employee of NextEnergy to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of NextEnergy.

12) **CONFIDENTIAL INFORMATION.** The Parties have agreed to jointly execute the Scope of Work in Attachment A. In connection with the execution of the Scope of Work, the Parties may prepare and furnish each other with certain Confidential Information and materials relating to its business, ideas, and operations, including but not limited to its business plan, services, business relationships, planning, technical and research data, financial information and/or other corporate, business, and educational information. During the term of this Agreement the following terms shall govern all matters pertaining to Confidential Information.

- a) *Definition.* "Confidential Information" means any information disclosed by Discloser to Recipient, either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, hardware configuration information, marketing and finance documents, prototypes, samples, data sets, and Discloser's plant and equipment), designated as "confidential" at the time of disclosure. Confidential Information may also include information of a third party that is in Discloser's possession and is disclosed to Recipient under this Agreement. "Discloser" is a Party to this Agreement who discloses Confidential Information to Recipient. "Recipient" is a Party to this Agreement who receives Confidential Information from Discloser. With respect to particular Confidential Information, a Party may be Discloser or Recipient.
- b) *Exceptions.* Confidential Information shall not, however, include any information that Recipient can establish (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Recipient by Discloser; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Recipient by Discloser through no action or inaction of Recipient; or (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Discloser to Recipient as shown by Recipient's then-contemporaneous written files and records kept in the ordinary course of business.
- c) *Compelled Disclosure.* If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Discloser prompt written notice of such disclosure and will assist Discloser in seeking a protective order or another appropriate remedy. If Discloser waives Recipient's compliance with this Agreement or fails to obtain a protective order or other

appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

- d) *Nonuse and Nondisclosure.* Recipient shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Scope of Work. Recipient shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without Discloser's prior written consent. Recipient shall not disclose Confidential Information or permit the disclosure of Confidential Information to its employees, except that, Recipient may disclose Confidential Information to those employees of Recipient who are required to have the information in order for Recipient to evaluate or engage in discussions concerning the Scope of Work, provided that such employee has signed a nonuse and nondisclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such employee. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody the Confidential Information.
- e) *Maintenance of Confidentiality.* Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures it employs to protect its own most highly confidential information. Recipient shall not make any copies of the Confidential Information unless the same are previously approved in writing by Discloser. Recipient shall reproduce Discloser's proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.
- f) *Disclosure as Required by Law.* Grantor understands that Grantee is a governmental body subject to the Open Meetings Act and the Freedom of Information Act. Accordingly, all information, even information labeled Confidential Information, that is provided to Grantee is subject to disclosure under such laws unless exempt from disclosure by law. Nothing contained herein shall limit Grantee's obligations to follow such laws pertaining to Grantee.

13) **PUBLICATIONS.** Except for Confidential Information, NextEnergy hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to NextEnergy a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its final report to NextEnergy. Grantee shall acknowledge the financial support received from NextEnergy, as appropriate, in any such publication.

- 14) **INTELLECTUAL PROPERTY RIGHTS.** NextEnergy will take no ownership of the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have no right to enter into license agreements with industry covering Inventions.
- 15) **CONFLICT OF INTEREST.** Except as has been disclosed to NextEnergy, Grantee affirms that neither the Grantee, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.
- a) Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of NextEnergy would be influenced. Grantee shall not attempt to influence any NextEnergy employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.
- b) In the event of change in either the interests or services under this Agreement, Grantee will inform NextEnergy regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to NextEnergy's satisfaction or NextEnergy may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.
- 16) **GRANTEE LIABILITY INSURANCE.** The Grantee shall shall maintain such insurance to protect Grantor from any damages Grantor may sustain from claims that might arise out of or as a result of the Grantee's activities pursuant to this agreement. The Grantee will provide and maintain its own general liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability required by law and will have combined single limit coverage equal to or greater than the amount of one million dollars per occurrence and two million dollars aggregate for bodily injury and property damage with respect to such insurance. For demonstrations at 461 Burroughs, Detroit, MI 48202, Grantor shall be named as an additional insured.

- 17) **TOTAL AGREEMENT.** This Agreement, including the attachments incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.
- 18) **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of NextEnergy. Any future successors of the Grantee will be bound by the provisions of this Agreement unless NextEnergy otherwise agrees in a specific written consent. NextEnergy reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- 19) **COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- 20) **DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by NextEnergy:
- a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect;
 - b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment;
 - c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee;
 - d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;
 - e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days;
 - f) the Grantee's failure to comply with the reporting requirements hereof;
 - g) the Grantee's failure to comply with any obligations or duties contained herein if not satisfactorily completed within a 30-day cure period;

- h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement;
- i) failure of Grantor to make payments for the mutually agreed-upon Scope of Work deliverables within thirty (30) days of the completion date when all milestone tasks have been successfully completed by Grantee and acknowledged by Grantor.

21) **AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, NextEnergy may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

22) **REIMBURSEMENT.** If this Grant is terminated as a result of Section 20) h) hereof, NextEnergy shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse NextEnergy for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.

23) **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes:

- a) on the delivery date if delivered by electronic mail or by confirmed facsimile;
- b) on the delivery date if delivered personally to the Party to whom the same is directed;
- c) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or
- d) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available.

The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by the notifying Party. NextEnergy and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

24) **AMENDMENT.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Parties.

25) **GOVERNING LAW.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.


26) **COUNTERPARTS AND COPIES.** The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile, or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.

27) **SURVIVAL.** The terms and conditions of sections 8), 9), 12), 16), 18), 25), 26), and 27) shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

NEXTEENERGY

CITY OF MARQUETTE

By: 
Typed: James Saber
Title: President & Chief Executive Officer
Date: 2/22/2023
Email: saberj@nextenergy.org
Phone: 313-833-0100 ext. 240

By: _____
Typed: _____
Title: _____
Date: _____
Email: _____
Phone: _____

ATTACHMENT A – SCOPE OF WORK AND MILESTONE TEMPLATE

Project Title: City of Marquette EV and EVSE Demonstration

Objective(s)

The objective(s) of this project include:

- Purchasing, Receiving (EVs and EVSEs), and Installing EVSEs
- Operating EVs and EVSEs during normal City operations and evaluating them for effectiveness as a substitute for like, but not electrified, assets.

Work Plan Overview

Phase 1 Planning: Conduct initial planning and execute MiNextCities grant agreement.

Phase 2 Implementation: Carry out the deployment activities, including vehicle procurement, physical installation of EVSE, and staff training on systems. Begin engaging with staff, officials on future electric vehicle planning.

Phase 3 Monitoring Controls and Closeout: Assist the city in operating the vehicles and charging equipment and collect data; conduct maintenance as needed. Continue research and planning for long-term fleet electrification strategy. Deliver final report (including long-term fleet electrification strategy) to the City of Marquette.

Project Phased Tasks

Phase 1: Planning

Period of Performance: 1/25/2023 - 3/31/2023

Tasks:

1.1 Review Attachment A: Scope of Work (SOW)

1.2 Review and execute grant agreement with NextEnergy

1.3 Conduct initial planning to identify total number of electric vehicles to be procured, makes and models of vehicles, locations of EVSE, zoning/permitting/inspection requirements for EVSE, and any insurance, title, license plates, etc. Required for legal, official use of vehicles.

1.4 Coordinate site visit and review for the Marquette Board of Light and Power to assess feasibility and necessary next steps for installing EVSE.

1.5 Coordinate with city staff and any relevant external agencies to receive required permits to install equipment.

1.6 Identifying contacts for NextEnergy staff to engage with for developing a long-term fleet electrification plan for the City of Marquette.

Milestone 1 (02/27/2023): Grant agreement executed.

Milestone 2: Vehicle specifications, charging specifications and locations determined.

Milestone 3: MBLP site reviews and assessments completed.

Milestone 4: Permits for deployments secured.

Phase 2: Implementation

Period of Performance: 4/01/2023 - 08/31/2023

Tasks:

- 2.1** Install and commission EVSE.
- 2.2** Train key city staff on technology, data review.
- 2.3** Procure electric vehicles and all necessary components for legal, official use.
- 2.4** Conduct initial user/fleet operator evaluations.
- 2.5** Monitor and log vehicle use (miles driven per ride, charging information, etc.)
- 2.6** Begin research and development of long-term fleet electrification plan.

Milestone 5: EVSE successfully installed, commissioned.

Milestone 6: Electric vehicles successfully delivered with all necessary specifications legal use by the City of Marquette (including title, insurance, license plates, etc.)

Milestone 7: Electric vehicles successfully charged with EVSE.

Milestone 8: Electric vehicles take first official drives for city business.

Phase 3: Monitoring & Closeout Period of Performance: 9/01/2023 - 07/31/2024

Tasks:

- 3.1** Monitor EVSE and vehicle performance; conduct maintenance as needed.
- 3.2** Monitor and record energy use.
- 3.3** Review and document EVSE performance, generated value.
- 3.4** Finalize and deliver long-term fleet electrification plan.

Milestone 9: Final electric vehicle performance report, reviews submitted to NextEnergy.

Milestone 10: Long-term fleet electrification plan delivered to City of Marquette.

Project Metrics

- Timeline of deployment and activation of EVSE.
- Evaluation of Investment in and operation of electric vehicles, as compared to non-electrified like assets
- Investments, municipal policies/procurement procedures identified and pursued.
- Number of planned investments in city-purchased electric vehicles, charging equipment post-program.
- Adoption and usefulness as measured by fleet operator, drivers, department leaders, etc.

Project Deliverables

To NextEnergy

- Completed Attachment A Scope of Work
- Executed grant agreement
- Progress report, monthly
- Grant Invoices with supporting documentation
- Touchpoint calls with meeting notes, minutes

To City of Marquette

- Guidance and funding for the installation of electric vehicles, related equipment, data readings, uses and limitations of data, etc.
- Completed long-term fleet electrification plan.

Data Management Plan

A data management plan (“DMP”) explains how data, i.e. “datasets”, generated in the course of the work performed will be shared and preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

The DMP must describe how data sharing and preservation will enable validation of the results from the proposed work, or how results could be validated if data are not shared or preserved.

The DMP must provide a plan for making records of key data elements resulting from the proposed work digitally accessible in human readable format at the end of the project to NextEnergy. This includes data that are displayed in charts, figures, images, etc. In addition, the underlying digital research data used to generate the key data elements should be made as accessible as reasonably possible in accordance with the principles stated above. This requirement could be met by including the data as exported supplementary information on a separate medium (e.g. a USB thumb drive), or through other means. The DMPS should indicate how these data will be reasonably made accessible.

The DMP must protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; avoid significant negative impact on innovation, and U.S. competitiveness; and otherwise be consistent with all laws (i.e., export control laws).

For key data elements that will be generated through the course of the proposed work, please indicate what types of key data elements should be protected from public disclosure (referred to as “protected data”) and what types of key data elements that should be able to be released publicly.

DMPs should reflect relevant standards and community best practices and make use of community accepted repositories whenever practicable. The following list of topics for a DMP provides suggestions regarding the data management planning process and the structure of the DMP:

Data Types and Sources:

This project will generate data sets with information that may include, but not be limited to, the following:

- Vehicle charging information
 - Date/time of charge
 - Time of charge vs. plug-in time

- Rate of charge
- Cost of charge (in \$, kW/h)
- Time to reach maximum charging capacity
- Vehicle performance
 - Vehicle miles driven per trip/use
 - Hours of use before needing charge (for lawnmower)
 - Battery life over the course of a trip/use
 - Long-term battery performance
 - Maintenance costs
 - Battery performance relative to weather, elevation, etc. as validated by GPS
- User feedback
 - Qualitative driver/operator feedback for problems encountered, ability of vehicle to perform required tasks, ability to charge, and general comfort of end-to-end operation of vehicles
- Existing vehicle inventory and telematics
 - Makes/models of existing city fleet vehicles
 - Mileage per vehicle per year/trip *or* hours per vehicle per year
 - Maintenance costs per vehicle
 - Cost of fuel per vehicle per year

Content and Format:

Data formats can be varied depending on how the City of Marquette is tracking existing vehicle use data and the capabilities of the chosen charging infrastructure and associated software. Typically, primary data inputs are downloadable in Excel or CSV format. Data generated by EVSE software can be captured and stored in a variety of formats; tables and charts can be exported from software dashboards into Excel or PDF files, and additional data of interest can also be viewed directly on the dashboards.

User experience data may be collected through written driver/operator logs, surveys, and/or interviews.

Sharing and Preservation:

With the exception of confidential vehicle and driver identification information, data collected through the MiNextCities program period will be shared between the City of Marquette and NextEnergy and may be shared publicly as part of the program’s reporting requirements to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) as well as other program-related publications. NextEnergy will retain records of data collected throughout the program period but will not have access to any new data collected following the termination of this grant agreement.

If feasible, the City of Marquette will grant NextEnergy remote access to any app- or web-based dashboards for vehicles and related charging infrastructure through the duration of the

program period. Data logs will be shared with NextEnergy on a biweekly or monthly basis throughout the program period.

Protection:

In the interest of privacy for fleet drivers and operators that may interact with the vehicles during the program period, any identifying personal information (names, unique driver identification numbers, etc.) will be anonymized by the City of Marquette in such a way that will allow for discrete analysis of unique vehicle trips. The City of Marquette will assign corresponding nomenclature to specific driver/operator identifies (such as "Driver 1" or alternative cryptonyms) that will conceal personal information while enabling the program team to analyze specific user interactions with the electric vehicles and charging stations.

ATTACHMENT B – PLANNING BUDGET

| <i>Item (Quantity)</i> | <i>Extended Price Estimate</i> | <i>Budgeted Amount</i> |
|--------------------------------------|--------------------------------|------------------------|
| Ford E-transit Vans (2) | (\$54,912)(2) = \$109,824 | \$130,000 |
| Mean Green Electric Mower (1) | (\$34,399)(1) = \$34,399 | \$40,000 |
| Level 2 EV Chargers (2) | (\$10,000)(2) = \$20,000 | \$20,000 |
| Installation of Chargers (2) | (\$5,000)(2) = \$10,000 | \$10,000 |
| NOT-TO-EXCEED TOTAL | | \$200,000 |

ATTACHMENT C – STATE OF MICHIGAN GRANT REQUIREMENTS

I. 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.

II. UNFAIR LABOR PRACTICES

The Grantee shall comply with 1980 PA 278, as amended, MCL 423.321 *et seq.* The Grantee agrees to not engage in unfair labor practices and attests that the Grantee is not on the list of employers prohibited from entering into contracts with the state.

III. 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.

IV. 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.

V. 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.

VI. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to NextEnergy under this Agreement must not be financed by any source other than NextEnergy 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 NextEnergy, the total amount representing such duplication of funding.

VII. 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.

VIII. HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties

that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

IX. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Michigan Energy Office (MEO) must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. The bounded categories categorically excluded, listed below, require no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project. The Recipient is thereby authorized to use federal funds for the defined project activities.

If the Recipient later intends to add to or modify activities not included in the bounded categories below, those new activities or modified activities are subject to additional NEPA review and are not authorized for federal funding until the Contracting Officer provides approval on those additions or modifications. Recipients are restricted from taking any action using federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to authorization from the Contracting Officer. Should the Recipient elect to undertake activities prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving federal funding and such costs may not be recognized as allowable.

These are the bounded categories that have been categorically excluded, and require no additional NEPA review:

1. Administrative activities associated with management of the designated State Energy Office and management of programs and strategies to encourage energy waste reduction and renewable energy.
2. Development and implementation of programs and strategies to encourage energy waste reduction and renewable energy
3. Funding energy efficiency retrofits, provided that projects are limited to:
 - a) installation of insulation;
 - b) installation of energy efficient lighting;

- c) HVAC upgrades;
 - d) weather sealing;
 - e) purchase and installation of ENERGY STAR appliances;
 - f) replacement of windows and doors;
 - g) high efficiency shower/faucet upgrades; and
 - h) installation of solar powered appliances with improved efficiency.
4. Development, implementation, and installation of onsite renewable energy technology that generates electricity from renewable resources, provided that projects are limited to:
 - a) Solar Electricity/Photovoltaic - appropriately sized system or unit on existing rooftops and parking shade structures; or a 60 kW system or smaller unit installed on the ground within the boundaries of an existing facility.
 - b) Wind Turbine - 20 kW or smaller.
 - c) Solar Thermal - system must be 20 kW or smaller.
 - d) Solar Thermal Hot Water - appropriately sized for residences or small commercial buildings.
 - e) Ground Source Heat Pump - 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - f) Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
 - g) Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
 5. Development, implementation and installation of energy efficient or renewable energy-powered emergency systems (lighting, cooling, heat, shelter) installed in existing buildings and facilities.
 6. Installation of alternative fueling pumps and systems (but not storage tanks) installed on existing facilities (other than a large biorefinery); purchase of alternative fuel vehicles.
 7. Development and implementation of training programs.
 8. Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy waste reduction.

Implementing financial incentive programs such as rebates and energy savings performance contracts for existing facilities or for energy efficient equipment, provided that the incentives are not so large that they would be deemed to be grants that create projects that would not otherwise exist. (For example, giving a wind farm that cost \$100 million a sum of \$50 million and calling it a rebate would not fall within this Bounded Category).