



**ENERGY SPONSORSHIPS GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF ANN ARBOR**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Ann Arbor ("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 Name: Utility-Pole Chargers Demo

Project #: MEO-22-016

Amount of grant: \$54,000.00

% of grant state 20 / % of grant federal 80

Amount of match: \$0.00 = 0%

Project Total: \$54,000.00 (grant plus match)

Start Date (date executed by EGLE): 6/6/2022

End Date: 8/31/2022

GRANTEE CONTACT:

Missy Stults, Sustainability & Innovations Mgr

Name/Title

City of Ann Arbor

Organization

301 E Huron St

Address

Ann Arbor, MI 48104

Address

734-794-6430

Telephone number

Fax number

mstults@a2gov.org

E-mail address

386004534

Federal ID number – (Required for Federal Funding)

004913166

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Jessica Crawford, Program Coordinator

Name/Title

Materials Management Division

Division/Bureau/Office

P.O. Box 30241

Address

Lansing, MI 48909-7741

Address

517-231-1051

Telephone number

Fax number

crawfordj15@michigan.gov

E-mail address

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:

Missy Stults

Signature

Missy Stults, Sustainability & Innovations Manager

Name/Title

6/15/2022

Date

FOR THE STATE:

Signature

Elizabeth M. Browne, Director, Materials Management Division

Name/Title

klg 06/14/22

Date

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 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 monthly 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 – January 31	February 28
February 1 – February 28	March 31
March 1 – March 31	April 30
April 1 – April 30	May 31
May 1 – May 31	June 30
June 1 – June 30	July 31
July 1 – July 31	August 31
August 1 – August 31	September 30
September 1 – September 30	Before October 15*
October 1 – October 31	November 30
December 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 September 1 – September 30. Advance notification regarding the due date for the month ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the month 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.

(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.

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.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANTEE: City of Ann Arbor

SIGMA VSS: CV0047636

ACCOUNTING DETAIL: SEP Sponsorships

FEDERAL GRANT AWARD #: EE0008653

FEDERAL GRANT DETAIL: CFDA

NAME AND #: State Energy Program 81.041

Federal Award Project Description: The State Energy Program (SEP) provides grants to states and directs funding to state energy offices from technology programs in DOE's Office of Energy Efficiency and Renewable Energy. States use grants to address their energy priorities and program funding to adopt emerging renewable energy and energy efficiency programs.

1. Statement of Purpose

The Michigan Department of Environment, Great Lakes, and Energy is responsible for carrying-out the U.S. Department of Energy's State Energy Programs. These programs focus on the adoption and implementation of energy waste reduction and renewable energy activities. Energy Services, on behalf of the Grantor will serve as the grantee's primary contact and will negotiate all conditions of this grant.

1.1. Statement of Work

The Grantee agrees to undertake, perform, and complete the energy management proposal as specifically described in the Grantee's Proposal, Attachment A.

1.2. Detailed Budget

- A. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. The indirect cost rate applicable for this grant award is 20%.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3. Payment Schedule

Progress payments of up to 100% of the Total Authorized Budget may be made upon a request by the Grantee and approval by the Grant Administrator. The Grantee's request must include grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Additionally, throughout the entire Grant Term, the Grantee must maintain backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. for audit purposes. Payment of the Total Authorized Budget (the "Final Payment") shall be made after (1) Grantee's completion of the project and (2) the Grant Administrator has reviewed and approved the Grantee's final project report which must include expenditures of grant funds reported by line item and compared to the approved Budget. The Grantee must submit their final invoice for the Final Payment within 30 days of the of the Grant Term expiration.

1.4. Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Monthly Reports. The Grantee shall submit to the Grant Administrator **monthly** performance reports that briefly present the following information:

1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
3. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
4. A Final Report is required. The final report will include the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Coordinated efforts with other organizations to complete the project.
 - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f. Any experience in applying the project products and anticipated "next steps".
 - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

2. General Provisions

2.1. Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.2. Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.3. Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Energy savings are exempt from this requirement. Additional exceptions must be approved in writing by the Grant Administrator.

2.4. Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or

local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.5. Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year and a true value of \$5,000 or more. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval. All equipment purchased with grant funds shall comply with applicable law, including regulations contained in 10 CFR 600 (for awards issued prior to Dec. 26, 2014) or 2 CFR Part 200 as amended by 2 CFR Part 910 (for awards issued on or after Dec. 26, 2014, 10 CFR Part 420 and other procedures applicable to this regulation as DOE may, from time-to-time, prescribe for the administration of financial assistance. To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be Michigan made, as a first choice, or American-made.

2.6. Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7. Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3. Materials and Information

3.1. Intellectual Property

License to Grantor

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents. In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates

3.2. Media Releases and Publications

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. An acknowledgment of DOE and Energy Services support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy and the Michigan Department of Environment, Great Lakes and Energy under Award Number(s) EE0008653."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

3.3. Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4. Other Provisions

4.1. Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

4.2. General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

4.3. Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

4.4. Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from

this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.5. Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6. Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

4.7. Recapture

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- A.** it fails to comply with the Statement of Work specifically described in Attachment A of this Agreement;
- B.** it sells, exchanges, or disposes of any equipment described in Attachment B of this Agreement without the Grantor's written approval; or
- C.** the U.S. Department of Energy determines that there has been a default under the Agreement and seeks reimbursement from the Grantor.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this Section shall survive the term of this Agreement.

5. Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1. Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2. Grant of Security Interest

The Grantee hereby grants to the Grantor, for the benefit of the Grantor, a security interest in and continuing Lien on all of Grantee's right, title and interest in, to and under all personal property, equipment, and assets listed in Attachment B.

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Addendum to Part II – General Provisions

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.

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).

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**ATTACHMENT A
PROJECT PROPOSAL**

FY22 Energy Sponsorship Program
City of Ann Arbor – Utility-Pole Chargers Demo

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, April 28, 2022 1:54:55 PM
Last Modified: Wednesday, May 04, 2022 2:58:45 PM
Time Spent: Over a day
IP Address: 198.108.51.175

Page 1: EGLE Sustainability Section Sponsorship Application

Q1 Other (please specify):
Sponsorship Type Utility Pole EV Charging Pilot

Q2 Energy Services
Area

Q3
Contact Information

Contact Name & Title	Simi Barr
Organization	City of Ann Arbor
Address	301 E Huron St
City/Town	Ann Arbor
State	MI
ZIP/Postal Code	48104
County	Washtenaw
Email Address	sbarr@a2gov.org
Phone Number	734-794-6430 x 43729

Q4
Applicant Identifying Information

Federal ID # (EIN/TIN)	386004534
DUNS # (Required for Federal Awards) To register, click HERE	004913166
State of Michigan SIGMA Vendor Self Service ID # (Begins With "CV" or "VS") To register, click HERE	CV0047636

Q5

Event Information

Event Title	Utility Pole EV Charging Pilot
Event Date	5/4/2022
Event Location	City of Ann Arbor
Event Partners	EGLE, DTE
Target Audience	EV Drivers
Estimated Number of Attendees	0
Event Total Budget	54,000
Sponsorship Requested Amount	54,000

Q6

Brief Description and Purpose

This grant will be used to run a pilot program to install EV charging infrastructure on DTE owned utility poles in Ann Arbor. The purpose of this project is to understand the installation, usage, management, and performance of networked EV chargers in City right-of-ways to better inform EV charging decision making in Ann Arbor, DTEs service territory, and throughout the State of Michigan.

Q7

Event Marketing/Promotion Plans. Note: EGLE Sustainability Section should be listed as a sponsor on all materials.

Press releases will be used to communicate project progress.

Q8

No

Is there a fee to attend this event?

Q9

No

Will alcohol be served at this event? NOTE: State of Michigan funds cannot be used for alcoholic beverages.

Q10

Speak during event.

If awarded, select sponsor benefits: (Please check all that apply).

Q11

Cover Letter

Utility Pole EV Charging Draft Statement of Work.docx (32.3KB)

Q12

Itemized Budget

Utility Pole EV Charging Draft Statement of Work.docx (32.3KB)

Q13

Agenda/Event Outline

Utility Pole EV Charging Draft Statement of Work.docx (32.3KB)

Q14

Assurances

I certify that I am authorized to negotiate and bind the applicant to the provisions below.

,

Applicant understands that this application is not a guarantee of funding. Funding is subject to availability on a first come, first served basis until funding is depleted.

,

I certify to the best of my knowledge, that the information in this Sponsorship Application is true and accurate and that this organization has the necessary fiscal and managerial capability to implement and manage this event. I will provide the required assurances and agree to comply with any resulting terms if I accept a sponsorship award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. I understand that this application is not a guarantee of funding.

,

Applicant agrees that all work will be performed following all applicable Federal and State rules and regulations, as well as local ordinances.

,

I understand that applicants will be notified of the funding decision by email. Funds will be dispersed only on a reimbursement basis. Should my organization be funded, I agree to submit a payment request no later than 30 days following the event that includes proper backup documentation for expenses and match, along with a brief final report summarizing participation and workshop/event outcomes. A copy of presentation(s), agenda, number of people attending and survey summary used at the sponsored event will also be provided to EGLE Sustainability Section.

,

In order to receive the sponsorship reimbursement, my organization must be registered as a vendor with the State of Michigan and set up for EFT via our SIGMA Vendor Self Service (VSS). If funded, I agree to register my organization with SIGMA VSS if we are not yet registered.

Q15

Does your application include multiple dates?

No

Q16

Respondent skipped this question

If you entered yes to the above question, please include a detailed agenda in your application.

**ATTACHMENT B
BUDGET PROPOSAL**

FY22 Energy Sponsorship Program
City of Ann Arbor – Utility-Pole Chargers Demo

Budget Line Item	State	Grantee	Total
Personnel & Fringe	\$0.00	\$0.00	\$0.00
Contractual	\$30,000.00	\$0.00	\$30,000.00
Supplies & Materials	\$0.00	\$0.00	\$0.00
Equipment	\$24,000.00	\$0.00	\$24,000.00
Other Direct Costs	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Indirect @ %	\$0.00	\$0.00	\$0.00
Total	\$54,000.00	\$0.00	\$54,000.00

**ATTACHMENT C
STATE TRAVEL RATES**

<p>DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2021</p>

MICHIGAN SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$95.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates

Premium Rate \$0.560 per mile
Standard Rate \$0.360 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST

TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES

Effective October 1, 2021

Michigan Select Cities/Counties

<u>Cities</u>	<u>Counties</u>
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	All of Grand Traverse, Oakland and Wayne

Out of State Select Cities/Counties

<u>State</u>	<u>City/County</u>	<u>State</u>	<u>City/County</u>
Arizona	Phoenix, Scottsdale, Sedona	Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and Edwards AFB), Eureka, Arcata, Mckinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
		Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
		Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
		Nevada	Las Vegas
		New Mexico	Santa Fe
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville, Suffolk County, Tarrytown, White Plains, New Rochelle
Connecticut	Bridgeport, Danbury	Ohio	Cincinnati
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)	Pennsylvania	Bucks County, Pittsburgh
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Rhode Island	Bristol, Jamestown/Middletown/Newport (Newport County) Providence
Georgia	Jekyll Island, Brunswick	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Idaho	Sun Valley, Ketchum	Utah	Park City (Summit County)
Illinois	Chicago (Cook and Lake counties)	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
Kentucky	Kenton	Virginia	Alexandria, Falls Church, Fairfax
Louisiana	New Orleans	Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale