



SUBRECIPIENT GRANT AGREEMENT
BETWEEN THE CITY OF ANN ARBOR AND UA 190 - IBEW 252, L.L.C.
Under the City's District Geothermal Pilot in Ann Arbor Assistance Agreement with the
U.S. Department of Energy
(DE-EE0010665)

This Subrecipient Grant Agreement ("Agreement") is entered into by and between the City of Ann Arbor, Michigan (the "City") and UA 190 - IBEW 252, L.L.C. (the "Grantee") (each individually, a "Party," and collectively, the "Parties").

WHEREAS, The Energy Policy Act, 2005 (P.L. 109-58), the Community Geothermal Heating and Cooling Design and Deployment Funding Opportunity Announcement, July 12, 2022, and the U.S. Department of Energy's ("DOE") Office of Energy Efficiency and Renewable Energy ("EERE") Geothermal Technologies Office ("GTO") made available grant funds for projects that will help communities design and deploy geothermal district heating and cooling systems, create related workforce training, and identify and address environmental justice concerns.

WHEREAS, the City is the recipient of a DOE grant under a District Geothermal Pilot in Ann Arbor Assistance Agreement (the "DE-EE0010665 Assistance Agreement") and will receive grant funds in the amount of \$10,778,737 to support the deployment of a geothermal system in the Bryant Neighborhood of Ann Arbor as set forth in Exhibit A (the "Project"); and

WHEREAS, the City wishes to grant such funds, through subawards, to community-based organizations, including the Grantee, who will contribute to the Project; and

WHEREAS, the City selected the Grantee to receive funds from the DE-EE0010665 Assistance Agreement and in reliance on the representations, certifications and warranties made by the Grantee in this Agreement, the City is willing to provide the Grantee a Grant in the Grant Amount (the "Grant") identified in this Agreement on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by execution of this Agreement, and to thereby become a subrecipient of the DE-EE0010665 Assistance Agreement, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the City is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee has the authority to undertake and implement the use of the Grant and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required



to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.

- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the City in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.
- (d) *No Conflicts.* The authorization, execution, and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture, or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *System for Award Management ("SAM") Registration.* Grantee is registered with the SAM and has a valid Unique Entity Identifier ("UEI").
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* The Grantee warrants and represents that all information, reports, and other documents and data submitted to the City in connection with this Agreement are true, correct, and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations, and warranties contained in all written documents that it has submitted to the City in connection with this Agreement.

ARTICLE II – THE GRANT

2.1 Grant Amount

The City agrees to make, and the Grantee agrees to accept, on the terms and conditions stated in this Agreement a subaward to Grantee in the amount of \$560,000.00 in DE-EE0010665 Assistance Agreement funds.

2.2 Project and Schedule

- (a) *Grant Purpose.* This Grant is being made solely to finance the Project as described in Exhibit A.
- (b) *DE-EE0010665 Assistance Agreement Funds Grant Expenditure Schedule.* The Grant will not pay any costs other than those incurred that have been deemed allowable, allocable, and reasonable.
- (c) All Grant proceeds that remain unexpended as of October 31, 2028, shall be returned to the City within ten (10) business days.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant only for eligible costs of the Project as described in Exhibit A, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

The Grantee shall comply with all reporting requirements set forth in the attached Exhibit C. In addition, the Grantee agrees that the Project shall be constructed or undertaken, and the Grant shall be expended in full compliance with all applicable provisions of federal, State and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable laws, regulations and rules regarding bidding, procurement, employment and anti-discrimination.

3.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project. In the event that the Grant is for any reason insufficient to complete the Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of the Project.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement, the goals and objectives of the Project, and all State and federal laws and regulations applicable to the Grant funding source and the Project. Breach of this Agreement and/or failure to comply with any such law or regulation, or to meet the goals or objectives of the Project may result in all or a portion of the Grant becoming subject to recoupment. If the Grant is subject to recoupment, the City will notify the Grantee in writing and the Grantee shall within 10 days of receiving such notice, return such Grant (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, the Grantee shall be responsible for, and hereby agrees

to promptly pay or reimburse the City for all costs incurred by the City, its employees, officers, and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit, and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the City and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which the Grant is funded or (ii) the operation or undertaking of the Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims).

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions, and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the City of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 SAM

The Grantee shall maintain an active SAM registration at all times while this Agreement is in effect.

3.7 Recordkeeping

The Grantee shall maintain accounts and records with respect to the Project and the Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board ("GASB"). The Grantee shall keep and maintain all financial records and supporting documentation related to the Project and the Grant for a period of seven years after all Grant proceeds have been expended or returned to the City. Wherever practicable, the Grantee shall collect, transmit, and store such records in open and machine-readable formats. The Grantee agrees to make such records available to the City or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), the Treasury's Office of Inspector General ("OIG"), the U.S. Department of Energy ("DOE"), the DOE Office of Energy Efficiency and Renewable Energy ("EERE"), and the Geothermal Technologies Office ("GTO"). The Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the City, the United States Treasury, the United States Department

of Energy, or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the City or any party designated by it upon reasonable prior notice to the Grantee to examine, visit, and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books, and records of the Grantee pertaining to the Project and/or the Grant.

3.8 Single Audit

The Grantee acknowledges that by accepting the Grant it is a subrecipient of federal financial assistance under the federal *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (the "Uniform Guidance"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant, in a fiscal year, it will be subject to an audit under the Uniform Guidance and its implementing regulations at 2 CFR Part 200, Subpart F.

3.9 Monitoring

The Grantee will be subject to ongoing monitoring as required by 2 CFR Part 200, Subpart D. This may include, but not be limited to, reviewing quarterly financial and performance reports, reviewing project budgets, on-site reviews, and review for noncompliance. Monitoring will ensure that the Grantee is meeting milestones to make certain that the Project is being completed as planned. The Grantee is required to comply with all monitoring activities and required to meet deadlines.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 **Termination**

- (a) *Termination by the City.* The City, in its sole and absolute discretion, may terminate this Agreement or the Grant hereunder:
- (i) if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable State or federal law or regulation applicable to the Project and/or the Grant; or
 - (ii) if any representation or warranty made by the Grantee in this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made; or
 - (iii) if the Grantee is noncompliant due to severe programmatic or administrative issues, such as inability to deliver on objectives, or inability to submit information required for ongoing monitoring.

Termination of this Agreement by the City for the reasons noted above shall be effective as of the date of the notification.

- (b) *Termination for Public Convenience.* Either Party may terminate this Agreement, in whole or in part, whenever the terminating Party determines, in its sole discretion, that such termination is in the interests of the terminating Party. Whenever this Agreement is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit prices for completed items of work. The terminating Party shall make a reasonable, equitable adjustment in the price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by either Party at any time during the term for convenience, shall not constitute a breach of this Agreement by the terminating Party. The terminating Party shall provide the non-terminating party with written notice of termination of this Agreement or the Grant, setting forth the reason(s) for termination.
- (c) *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the City for all costs and disbursements of the Grant terminated within no more than 60 days from the date of termination on a schedule to be negotiated in good faith between the City and the Grantee.
- (d) *Suspension of Performance and Resumption of Performance.* In the event of government closure, suspension, or limitation of funding in any way after the effective date of this Agreement and prior to normal completion, a Party may give notice to the other Party to suspend performance as an alternative to termination. A Party may elect to give written notice to the other Party to suspend performance when the Party determines there is a reasonable likelihood that the funding insufficiency may be resolved in a time frame that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to the Party's Representative. The Parties shall suspend performance on the date stated in the written notice to suspend. During the period

of suspension of performance, each Party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event (e.g., the failure of the State of Michigan to pass a budget by a date specified in the notice).

When a Party determines that the funding insufficiency is resolved, the Party may give written notice to the other Party to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Party will give written notice to the other Party as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If a Party gives notice that it cannot resume performance, the Parties agree that this Agreement will be terminated retroactive to the original date of suspension of performance. If the funding issue is not resolved, either Party may terminate the Agreement under the "Termination for Convenience" clause.

4.2 Term

The effective date of this Agreement is the date this Agreement is signed by the last Party to sign it ("Effective Date").

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the City replace this Agreement with another written agreement;
- (b) All the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the City for disbursements of the Grant; or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests, and other communications provided for herein including, without limitation, any modifications of, or waivers, requests, or consents under, this Agreement shall be given or made in writing and delivered:

- (i) in the case of the City, to:
City of Ann Arbor
301 E. Huron, 5th Floor
Ann Arbor, MI 48104
Attention: Dr. Missy Stults, Sustainability and Innovations Director
- (ii) in the case of the Grantee, to:
UA 190 - IBEW 252, L.L.C.
7920 Jackson Rd., Ann Arbor, MI 48103
Attention: Randall J. Whitaker, Business Manager

or, as to either Party, at such other address as shall be designated by such Party in a notice to each other Party. Unless otherwise provided in this Agreement, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for in this Agreement.

5.2 No Waiver

No failure or forbearance on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the Parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the State of Michigan. The Grantee agrees to bring any federal or State legal proceedings arising under this Agreement in which the City is a party in a court of competent jurisdiction within the State of Michigan. This section shall not be construed to limit any other legal rights of the Parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the City and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the City.

5.5 Complete Agreement: Waivers and Amendments

All conditions, covenants, duties, and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the City unless otherwise specified in this Agreement. At the date of execution hereof, the Project Narrative, Budget, and Timeline is attached as Exhibit A, the Terms and Conditions for the DE-EE0010665 Assistance Agreement Grant are attached as Exhibit B, and the Reporting Requirements are attached as Exhibit C. The Parties understand and agree that this Agreement supersedes all other verbal and written

agreements and negotiations by the Parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Schedules, Exhibits, and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit, or other attachment to this Agreement as referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.8 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.9 Third-Party Beneficiaries

This Agreement is exclusively between the City and the Grantee and does not, nor is it intended to, create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The City is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the City, the Grantee, and the Indemnified Persons.

5.10 Public Records Law

Each Party will fulfill their independent obligations, separately, under the Michigan Freedom of Information Act (Act 442 of 1976). In the event one Party fails to fulfill its obligations pursuant to this Section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Freedom of Information Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorneys' fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this Agreement.

5.11 Political Activity Prohibited

None of the funds provided under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this Agreement shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

5.12 Right to Review

This Agreement is subject to review by any federal or state auditor. The Parties or their designees shall have the right to review and monitor the financial and the service components of this Agreement by whatever means are deemed expedient by the Parties. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by City or authorized agents or employees, inspection of all records or other materials which the Parties deem pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

5.13 Insurance Coverage

Grantee shall comply with all insurance provisions described in the Uniform Guidance.

5.14 Resolution of Conflicts

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations
2. Special terms and conditions
3. Exhibits
4. General terms and conditions
5. Any other provision of this Agreement whether incorporated by reference or otherwise

5.15 Disputes, Venue, and Choice of Law

Both Parties agree that any disputes that arise under or relating to this Agreement that cannot be resolved to the satisfaction of both Parties shall be submitted to mediation before either Party starts litigation in any form. An impartial third-party acceptable to both the City and the Grantee will be appointed to mediate. Should the Parties be unable to agree upon a mediator, then the dispute shall be mediated through the Michigan State Court Administration Office, Office of Dispute Resolution, and in accordance with Michigan mediation rules. Each Party shall pay an equal percentage of the mediator's fees and expenses. Either Party may not use any funds received under this Agreement to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

In the event that mediation does not resolve the dispute, the venue for any litigation arising under or relating to this Agreement shall be in the courts of the State of Michigan. This Agreement shall be governed by the laws of the State of Michigan, excepting only the choice of law rules of the State of Michigan.

5.16 Recapture

In the event a Party fails to perform services specified in this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the other Party reserves the right to recapture funds in an amount required to compensate the other Party for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the failing Party or refunds under this recapture provision shall occur within the time frame specified by the other Party. In the alternative, the other Party may recapture such funds from payments due under this Agreement.

5.17 Information System Security

Grantee shall protect and maintain all confidential information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this contract.

5.18 Protection of Personal Information

Grantee shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this Agreement for any purpose that is not directly connected with the Grantee's performance of the services contemplated hereunder except as provided by law. Upon request by the City or at the end of the term, or when no longer needed, Grantee shall return the confidential information or certify in writing that the Grantee destroyed the information in a manner that cannot be reconstructed.

5.19 Ethics/Conflicts of Interest

In performing under this Agreement, both Parties will assure compliance with any applicable state or federal law related to ethics or conflicts of interest.

5.20 Grant Agreement Amendments

No amendment, modification, or renewal shall be made to this Agreement unless set forth in a written amendment, signed by all Parties. Work under an amendment shall not proceed until all Parties duly execute the amendment.

5.21 Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms or conditions that can be given effect without the invalid term or condition. To this end, the terms and conditions of this Agreement are declared severable.

5.22 Conformance

If any provision of this Agreement violates any statute or rule of law of the State of Michigan or of the United States of America, it is considered modified to conform to that statute or rule of law.

5.23 Survival

The terms and conditions contained in this Agreement will survive the completion, cancellation, termination, or expiration of the Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

PRIME RECIPIENT: CITY OF ANN ARBOR

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

By: _____

Name: Christopher Taylor

Title: Mayor

Date: _____

By: _____

Name: Jackie Beaudry

Title: City Clerk

Date: _____

GRANTEE (as applicable)

NAME OF GRANTEE: UA 190 - IBEW 252, L.L.C.

By: _____

Name: Randall Whitaker

Title: Business Director

Date: _____

Attachments:

Exhibit A – Project Narrative, Timeline, and Budget

Exhibit B –Terms and Conditions for the DE-EE0010665 Assistance Agreement Grant

Exhibit C – Reporting Requirements

Exhibit A

PROJECT NARRATIVE, TIMELINE, AND BUDGET

The Grantee shall be responsible for compliance with, and shall comply in all material respects with, the following project specific requirements identified by the City of Ann Arbor:

- (a) Comply with all material aspects of the EERE Award No.DE-EE00010665.00002 Special Terms and Conditions
- (b) All City of Ann Arbor DE-EE0010665 Assistance Agreement funds are to be used only on the Project.
- (c) In accordance with Federal requirements, subrecipients are required to obtain prior written approval from the City for budget and program or project scope revisions.

Project Summary

Imagine creating the nation's first fully decarbonized existing neighborhood and doing that by leveraging the power of district geothermal systems, onsite solar energy, deep energy efficiency, and beneficial electrification. That's the vision behind the *Geothermal Pilot in Ann Arbor* project, which brings together organizations and residents of the Bryant neighborhood to create a pathway to reduce thermal heating and cooling load by 75%, eliminate energy burden, reduce greenhouse gas emissions by 40%, improve indoor air quality, and create a workforce development strategy focused of family-sustainability jobs in the climate field, the project team will undertake seven tasks: A) finalize system financing (demarcated as task 8); B) finalize designs and permitting (demarcated as task 9); C) implement workforce development initiatives identified in budget period 1 (demarcated as task 10); D) ongoing and sustained community engagement (demarcated as task 11); E) competitive bidding for drilling and loop construction (demarcated as task 12); F) geothermal system construction (demarcated as task 13); and G) system testing (demarcated as task 14).

Scope of Services

Workforce development activities (Task 10) will be led by UA 190 - IBEW 252, L.L.C. (UA 190). UA 190 will also participate in Task 13.

Task 10.0: Implement Workforce Development Initiatives Identified in Budget Period 1 (M2-M30)

Task Summary: Implement the actions identified in the Workforce Development strategy created by project partners during budget period one.

Subtask 10.1: Hire workforce development team member (M2-M4)

Subtask Summary: Recruit, interview, and hire an individual to lead workforce development efforts regionally.

Milestone 10.1.1: Workforce development team member hired.

Subtask 10.2: Implement the Multi-Craft core curriculum (M2-M18)

Subtask Summary: Design and implement the multi-craft core curriculum in Ann Arbor Public

Schools and Ypsilanti Community Schools.

Milestone 10.2.1: At least 50 students complete the course.

Subtask 10.3: Expand apprenticeship programs (M2-M18)

Subtask Summary: Implement a dedicated geothermal track in the U.A. 190 apprenticeship program.

Milestone 10.3.1: 40 apprentices participating in the program.

Subtask 10.4: Expand community college offerings (M3-M24)

Subtask Summary: Establish a geothermal certificate at Washtenaw Community College under their apprenticeship and union trades pathway.

Milestone 10.4.1: 12 students participating in the program.

Subtask 10.5: Aggregate regional geothermal demand (M3-M24)

Subtask Summary: Aggregate major institutional geothermal demand to help ensure a job pipeline for individuals interested in geothermal job opportunities.

Subtask 13.1: Biweekly project team check-ins. (M7-M30)

Subtask Summary: At least biweekly project team meetings to keep project team abreast of major developments, challenges, and key decision points. Include DOE team as appropriate.

Milestone 13.1.1: Meeting notes and regular reporting on metrics such as number of boreholes completed, excavation completed for vault, number of homes retrofit, and number of households enrolled in geothermal system.

Milestone Details:

Milestone Summary Table			
Task or Subtask	Milestone	Milestone Description	Month
10.0 Workforce Development	10.1	Workforce development team member hired	4
10.0 Workforce Development	10.2	Implement multi-craft core curriculum	18
10.0 Workforce Development	10.3	Expand apprenticeships	18
10.0 Workforce Development	10.4	Expand community college offerings	24
13.1 System Construction	13.1	Biweekly Project Team check-ins	3

Project Schedule

All tasks must be completed by October 31, 2028 or as noted in the Milestone Schedule above.

FEE

UA 190 shall provide the scope of services noted above for a not-to-exceed budget of \$560,000.00.

Exhibit B

TERMS AND CONDITIONS

For subaward of Community
Geothermal Heating and
Cooling Design and
Deployment Funding
Assistance Agreement

The Grant will be funded as a subaward of the Community Geothermal Heating and Cooling Design and Deployment Funding Assistance Agreement Listing Number 81.087, as authorized under the Energy Policy Act, 2005 (P.L. 109-58), and the Community Geothermal Heating and Cooling Design and Deployment Funding Opportunity Announcement, July 12, 2022, in the total amount of \$11,341,417.00 (\$10,778,167.00 in Modification No. 0002) identified as federal award identification number DE-EE0010665 (the “DE-EE0010665 Assistance Agreement”) with a federal award date of October 1, 2023 (Modification No. 002 signed on September 26, 2025), provided by the United States Department of Energy’s (“DOE”) Office of Energy Efficiency and Renewable Energy (“EERE”) to the City. The Grantee, as subrecipient (the “Subrecipient”) of the DE-EE0010665 Assistance Agreement, agrees to comply with the terms and conditions of such federal award applicable to subawards and subrecipients, including the following terms and conditions:

A. **Use of Funds.**

1. Subrecipient understands and agrees that the funds disbursed under this subaward may only be used in compliance with Energy Policy Act, 2005 (the “Act”) and the Community Geothermal Heating and Cooling Design and Deployment Funding Opportunity Announcement, July 12, 2022 (the “FOA”). DOE regulations implementing that section, and guidance issued by DOE, EERE, and GTO regarding the foregoing.
2. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
3. EERE and the City determine the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Subrecipient claims as cost sharing, including in-kind contributions. The Subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Subrecipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide the City and EERE adequate supporting documentation may result in a determination that those costs are unallowable.

B. **Period of Performance.** The period of performance for this subaward begins on the date the Subrecipient Grant Agreement is executed, and all funds must be expended by October 31, 2028.

C. **Reporting.** Subrecipient agrees to cooperate fully and promptly with the City with all reporting obligations established by DOE and/or the City as they relate to this award, including without limitation the reporting described in Exhibit C to the Grant Agreement.

D. Maintenance of and Access to Records.

1. Subrecipient shall maintain records and financial documents sufficient to support the City's production of evidence of compliance with the Act, DOE's regulations implementing that section, and guidance issued by DOE regarding the foregoing.
2. The City, the Treasury Office of Inspector General and the Government Accountability Office, U.S. Department of Energy or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient, in order to conduct audits or other investigations.
3. Records shall be maintained by Subrecipient for a period of seven (7) years after all funds have been expended or returned to the City, whichever is later.

E. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

F. No R&D Award. The subaward shall not constitute an R&D award within the meaning of 2 C.F.R. § 200.332.

G. Administrative Costs. Subrecipients may use funds for administering their project, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 C.F.R. § 200.404 and 2 C.F.R. § 200.405. Subrecipients are permitted to charge both direct and indirect costs to their subaward as administrative costs if they are accorded consistent treatment per 2 C.F.R. § 200.403. Direct costs are those that are identified specifically as costs of implementing the project objectives per 2 C.F.R. § 200.413, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of costs are allocable to the subaward per 2 C.F.R. § 200.414, such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and subrecipients may not charge the same administrative costs to both direct and indirect cost categories. Indirect costs shall only be paid or reimbursed using the de minimis rate of 10% of the modified total direct costs under the subaward, pursuant to 2 C.F.R. § 200.414(f).

H. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

I. Interim Conflict of Interest Policy for Financial Assistance.

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all recipients applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, technology investment agreement, or other transaction authority) and, through the implementation of this policy by the recipient, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient, with the exception of DOE National Laboratories. Further, the recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and

ongoing FCOI reports.

Prior to award, the recipient was required to: 1) ensure all Investigators on this award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/ unmanageable). Within 180 days of the date of the award, the recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

J. Organizational Conflict of Interest.

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Grants Officer. The recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included in the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the federal government.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient, with the exception of DOE National Laboratories, if applicable. The recipient is responsible for ensuring subrecipient compliance with this term.

If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the recipient must maintain written standards of conduct covering organizational conflicts of interest.

K. Compliance with Applicable Law and Regulations.

1. Subrecipient agrees to comply with, and to fully cooperate with the City with respect to its compliance with, the requirements of the Act and FOA, regulations adopted by DOE pursuant to the Act and FOA, and guidance issued by DOE regarding the foregoing. Subrecipient agrees to comply with all applicable federal statutes, regulations, and executive orders, including but not limited to future federal regulations or guidance issued for the DE-EE0010665 Assistance Agreement. Subrecipient also agrees to comply with, and to fully cooperate with the City with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this subaward.
2. Federal regulations applicable to this subaward include, without limitation, the following:
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as DOE may determine

are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by HUD. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward.

2. Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the subaward is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 5. Recipient Integrity and Performance Matters, pursuant to which the subaward term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Government-wide Requirements for Drug-Free Workplace, as described in in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
 7. Restrictions on Lobbying as described in Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment), and 24 C.F.R. Part 87.
 8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this subaward include, without limitation, the following:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance;
 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- L. Remedial Actions. In the event of the City's noncompliance (including without limitation as a result of Subrecipient's non-cooperation with the City or other Subrecipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the City (and, thereby, the Subrecipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- M. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- N. False Statements. Subrecipient understands that making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- O. Publications. Any publications produced with funds from this subaward must display the following language:
1. *Acknowledgment*: "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy under the Geothermal Technologies Office (GTO) award Number DE-EE0010665."
 2. *Full Legal 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. *Abridged Legal Disclaimer*: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."
- Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.
- P. Debts Owed the Federal Government.
1. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the City or DOE to have been misused; or (3) that are determined by DOE to be subject to a repayment obligation pursuant to the Act and have not been repaid by Subrecipient shall constitute a debt to the City and the federal government.

2. Any debts determined to be owed the City and the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The City and DOE will take any actions available to it to collect such a debt.

Q. Disclaimer.

1. The City expressly disclaims (and Subrecipient understands that the United States also disclaims) all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this subaward.
2. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City (or the United States) and Subrecipient.

R. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;
 4. A Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

S. The Federal Financial Accountability and Transparency Act of 2006, Public Law 109-282, as amended (FFATTA).

Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended ("FFATA"). FFATA requires information on federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov. Accordingly, the award will be subject to the requirements provided by the Award Term in Appendix A to 2 CFR Part 170, "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term

include filing subaward information in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS.gov) by the end of the month following the month in which the recipient awards any subgrant equal to or greater than \$30,000.

T. Trafficking in persons. The Subrecipient agrees to comply with 2 CFR Part 175 as it applies as written, including the following:

1. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - iii. The use of forced labor in the performance of this award or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant or cooperative agreement; or
 - 2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - c. Soliciting a person for the purpose of employment, or offering employment, by means materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging recruited employees a placement recruitment fee;
 - e. Providing or arranging housing that fails to meet the host country's housing and safety standards.
2. The federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with the performance under this award; or
 - b. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

U. Environmental Review Requirements (24 CFR Part 50 or Part 58).

1. This Award funded by DOE is subject to requirements under the National Environmental Policy Act (NEPA).
2. DOE has made a conditional NEPA determination for this Award, and Federal funding for certain tasks under this Award is contingent upon the final NEPA determination.
3. The Subrecipient is authorized to proceed with the following phases and/or tasks as approved by the City, except where such activity is subject to a restriction set forth elsewhere in this Award:

- Budget Period 2

4. If the Subrecipient later intends to add to or modify the activities or locations as described in the approved SOPO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the City provides written authorization on those additions or modifications. Should the Subrecipient elect to undertake activities or change locations prior to authorization from the City, the Subrecipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

V. Indirect Cost Rate. Normal indirect cost rules under 2 CFR Part 200, subpart E apply.

W. Flow Down Requirement.

The Subrecipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Subrecipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

X. Performance of Work in United States.

1. All work performed under this Award must be performed in the United States unless the DOE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Grantee should make every effort to purchase supplies and equipment within the United States. The Grantee must flow down this requirement to its subrecipients.
2. Failure to comply the Performance of Work in the United States requirement, will result in the City denying reimbursement for the work conducted outside the United States.

Y. Foreign National Access.

The Subrecipient may be required to provide information to the City and DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the Subrecipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of its award, the Subrecipient may be required to provide the City and DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded.

Z. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress.

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

AA. Property Standards.

The Subrecipient must comply with the Property Standards in 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit Subrecipients.

BB. Intangible Property.

Title to intangible property acquired under a federal award vests upon acquisition in the recipient or subrecipient. Intangible property includes trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications, and property such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership either tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.

See 2 CFR Part 200.315 for additional requirements pertaining to intangible property acquired under a federal award.

Also see 2 CFR Part 910.362 for amended requirements for Intellectual Property for for-profit requirements.

CC. Real Property.

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under the federal award will conditionally vest upon acquisition in the recipient or subrecipient. The recipient or subrecipient cannot encumber its title or other interests and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by federal statutes or the federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity.

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a federal award. Also see 2 CFR 910.360 for additional requirements for real property for for-profit recipients.

DD. Equipment.

Subject to the conditions provided in 2 CFR 200.313, and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under the federal award will conditionally vest upon acquisition with the recipient or subrecipient. The recipient or subrecipient must not encumber this property or permit encumbrance without prior written approval of the Grants Officer and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a federal award by the state in accordance with state

laws and procedures.

Indian Tribes must use, manage, and dispose of equipment acquired under a federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313.

The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally original project or program, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Equipment with a current per unit fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency or pass-through entity, as specified in 2 CFR 200.313(e)(1) and 2 CFR 910.360 (as applicable).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a federal award is no longer needed, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity. However, pursuant to the FY23 Consolidation Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period of performance.

Subject to vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the federal agency or pass-through entity; (b) the recipient or subrecipient may retain title or sell the equipment after compensating the federal agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the federal agency or to an eligible third Party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a federal award. Also see 2 CFR 910.360 for additional requirements for for-profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

EE. Supplies.

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

FF. Property Trust Relationship.

Real property, equipment, and intangible property acquired or improved with the federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a federal award.

GG. Audits.

1. The Subrecipient must provide any information, documents, site access, or other assistance requested by the City, EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Subrecipient's records relating to this award.
2. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, the City and DOE may audit Subrecipient's financial records or administrative records relating to this award at any time.
3. DOE may conduct a final audit at the end of the project period (or the termination of the award, if applicable). Upon completion of the audit, Subrecipient is required to refund to the City any payments for costs that were determined to be unallowable.
4. Subrecipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit)

HH. Environmental, Safety and Health Performance of Work at DOE Facilities.

With respect to the performance of any portion of the work under this award which is performed at a DOE-owned or controlled site, the Subrecipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Subrecipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The recipient is required to apply this provision to its subrecipients and contractors.

II. Nondisclosure and Confidentiality Agreements Assurances.

1. By entering into this agreement, Subrecipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. Subrecipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

JJ. Conference Spending.

The Subrecipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

KK. Export Control.

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the United States to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” All recipients and subrecipients are responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The recipient must immediately report to DOE any export control investigations, indictments, charges, convictions, and violations upon occurrence, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

LL. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

As set forth in 2 CFR 200.216, subrecipients are prohibited from obligating or expending project funds (Federal funds and recipient cost share) to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in Public Law 115-232, section 889, “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or

provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and § 200.471.

MM. Entity of Concern Prohibition.

No Entity of Concern, as defined in section 10114 of [Public Law 117-167 \(42 USC 18912\)](#), may receive any grant, contract, cooperative agreement, or loan of \$10 million or more in Departmental funds including funds made available by the Consolidated Appropriations Act, 2024 ([Public Law 118-42](#)). In addition, for all awards involving Departmental activities authorized under Public Law 117-167, no Entity of Concern (including an individual that owns or controls, is owned or controlled by, or is under common ownership or control with an Entity of Concern) may receive DOE funds or perform work under the award, subject to certain penalties. See section 10114 of Public Law 117-167 and section 310 of Public Law 118-42 for additional information.

Congress has given DOE authority to require the submission of documentation necessary to implement the requirements of this term.

The recipient shall include this term, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, under this award.

If, at any time, the recipient becomes aware that any participant on the award is an Entity of Concern and therefore is unable to fully comply with this term, the recipient shall promptly stop all work on this award, notify the Contracting Officer, and not proceed with the award work without further authorization.

NN. Required Risk Mitigation.

This award is subject to the recipient’s compliance with required DOE Office of Research, Technology, and Economic Security (RTES) mitigation measures that are specific to the recipient, if any. Failure to comply with a required RTES mitigation measure is grounds for an immediate

termination of the award. This term must be flowed down to the subrecipients. If a subrecipient fails to comply with required RTES mitigation measures, if any, that are specific to that subrecipient, it is grounds for immediate termination of the subaward.

OO. Buy America Requirement.

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

1. Iron or steel products;
2. Manufactured products; or
3. Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure

project must be produced in the United States.

* Section 70917(c) Materials are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives as provided in section 70917(c) of BABA. Section 70917 (c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, certain Section 70917(c) materials (such as stone, sand, and gravel) may be used to produce a manufactured product, such as is precast concrete. Precast concrete is made of components, is processed into a specific shape or form, and is in such state when brought to the work site. Furthermore, wet concrete should not be considered a manufactured product if not dried or set prior to reaching the work site.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

Certifications

The representative of the Grantee signing this Agreement certifies, represents, and warrants as follows:

1. I am duly authorized by the Grantee to sign this Agreement.
2. I have read and understand the terms and conditions of this Agreement, including, without limitation, the provisions of the Subrecipient Grant Agreement related to reporting, recoupment, and indemnification.
3. I understand that award of the Grant is and will remain subject to the availability of funds to make the Grant. The City is not and will not be obligated to fund the Grant from any funds other than proceeds of the DE-EE0010665 Assistance Agreement funds that are received by the City.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another program (whether federal, State, City, local or non-governmental).
5. To the best of my knowledge, no person or entity expected to be involved in the Grant or the Project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
6. The Grantee is registered with the System for Award Management ("SAM"), and I confirm that the name of the Grantee and the UEI provided with this Agreement are correct and consistent with the name and number appearing in the SAM. Furthermore, the Grantee will always maintain an active SAM registration when it has an active federal award or application for federal award in process.
7. All information provided to the City in connection with this Agreement is true, accurate and complete in all material respects as of and on the date hereof.

Exhibit C

REPORTING REQUIREMENTS

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the City:

- A. The inclusion of the Grantee, or any contractor or subrecipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any State or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- B. Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of State or federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.
- C. Grantees must notify the City in the event of a project change and/or modification that impacts the objectives of the Project.

On Demand Reporting

The Grantee shall provide such other reporting relating to each Grant and each Project as the City shall reasonably request from time to time.

Closeout Reporting

The Grantee shall provide a final closeout report after the final expenditure (or return to the City) of each Grant. Such report shall be delivered to the City not later than 30 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the City or its agents. All unspent funds will be included in the closeout report. Any unspent funds remaining at the end of the grant period will be returned to the City.