

## Memorandum of Understanding (MOU)

### Between City of Madison Fleet Service Division ("Fleet") and Franklin Electric Co., Inc. ("Franklin")

This Memorandum of Understanding (MOU) between Fleet, a division of the City of Madison, a Wisconsin municipal corporation, and Franklin, a foreign business corporation, is intended to define each party's rights and responsibilities related to data sharing, consulting services, and new hardware installation at the Madison Fire Department Station 8 (FS8) electric vehicle charging station.

Both organizations believe there are opportunities for collaboration in order to both measure and improve upon EV charging station operations during the term of this agreement and into the future, for both organizations and to advance the state of the art of heavy-duty EV truck charging.

**PURPOSE OF MOU.** The purpose of this MOU is to set forth the mutual understandings of Fleet and Franklin regarding Franklin's work and operation of equipment at FS8. Franklin will be authorized to enter the City's property at FS8, removing existing City-owned electrical equipment and replace it with Franklin equipment, with the goal of data collection and monitoring heavy duty truck charging at FS8 (the site of the prototype Pierce Volterra electric fire truck and charging station). The equipment and work will be provided to the City at no cost. As part of this work, Franklin will be authorized to remove a small transformer, main distribution panel, main switch, and meter socket from the facility, as well as alter the conduits from the nearby transformer and charging station. This equipment will be replaced with by the Franklin NexPhase Model BB which will serve all of the functions of the removed equipment, but also allow for data collection and monitoring, which information shall be shared by the Parties, and also with other interested entities, including Pierce Manufacturing and Madison Gas & Electric Co. (MGE).

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**TERM OF AGREEMENT.** Fleet and Franklin have estimated the initial term of this agreement to be June 15, 2022 – June 30, 2023. A preliminary kickoff meeting was held on May 17, 2022 to understand the scope of the project. If during the term of this agreement it becomes apparent to both sides that the timeline requires a modified end date, both sides may mutually decide to sign and counter-sign an amended agreement with a later end date and other edits to the MOU as required. Either Fleet or Franklin may choose to terminate this agreement with 30 days' notice for any reason.

**SCOPE.** The undersigned shall be the main points of contact from Franklin and Fleet, respectively. These liaisons will coordinate closely on access to Madison Fire Station 8 or other City facilities and resources, any approvals needed, coordination with Madison Gas & Electric, engineering expertise needed, trouble-shooting and problem-solving during the course of the project. The initial pilot project period has been set at approximately one year, although Fleet and Franklin plan to re-assess an extension into the next phase if the pilot project is successful. Both sides may share data during the pilot project if mutually agreed upon in advance.

Franklin has the right to remove monitoring equipment within the switchgear, but 6 months' notice shall be given to Fleet. Switchgear equipment can either stay in perpetuity or if it is going to be removed by Franklin, 6 months' notice is given and the costs to re-install the old gear shall be covered by Franklin. Costs include switchgear equipment, MGE billables, and reasonable Staff and/or Contractor billables. Franklin Equipment cannot be removed until substitute switchgear is procured and a finalized work plan is in place for the swap.

City will be provided ~~any of~~ the existing City-owned equipment removed as part of the install, including:

- 1 – Square D 600 A Panelboard
- 1 – Square D 75 kVA Transformer
- 1 – American Midwest Power Combo Switch/CT
- 1 – Milbank Meter Socket

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FS8 is an operational fire station. As such, ~~continuous operation of the facility is to take priority over the work allowed under this MOU and to data gathering.~~ City divisions retain the right to maintain and access the equipment to keep the facility operational 24/7. ~~Operation of the facility is to take priority to data gathering.~~ Franklin shall have access to the switchgear with proper notice to the City. 48 hour notice must be given to Mahanth to distribute to City Engineering and Madison Fire Department. When doing work at the facility, Franklin shall not block or restrict fire station personnel's access to emergency equipment.

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Under no circumstances shall either party access the unmetered section of the switchgear without authorization from MGE. This MOU does not give Franklin the authority to enter the fire station, except with express authorization and the coordination of the officer on duty.

~~Franklin will not be liable for damages or liabilities arising from any personal injury or death, damage to any real or tangible personal property arising from or relating to the negligent acts or omissions of Fleet while using the equipment provided by Franklin.~~

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**OUT OF SCOPE.** Fleet will not be responsible for designing or installing any new products or services. Additionally, Fleet will not research substitute systems, work with other vendors on this pilot project, nor spend funds to acquire related products or services including software. However, Fleet and other City agencies may provide to Franklin high-level advice on any and all of these items, or other out of scope items that may come up during the term of this agreement. Franklin shall not be responsible for designing or installing any new products or services for the City outside of the above scope without an amendment to the MOU.

**FINAL PRODUCTS.** While final products are considered a work in progress for now, Fleet and Franklin have agreed to a starting set of goals. (See attached Exhibit A: schematic drawing furnished by Franklin and reviewed by Fleet)

**COST.** During the term of this MOU, no funds shall be transferred. The City shall not incur any extra cost related to the products and services for the NexPhase Model BB Madison Fire Station 8 charging station provided by Franklin for FS8 beyond existing daily operations. Franklin will not incur any extra costs above and beyond the products and services agreed upon in the scope. In case of liability issues arising from either party over the course of the pilot project, City of Madison has an established claims process in place.

#### LIABILITY AND INSURANCE

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Franklin shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Franklin's and/or Franklin's subcontractor's acts or omissions in the performance of this MOU, however, this paragraph shall not apply to the extent any losses or damages are attributable to City's sole negligence or willful misconduct.

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Franklin will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Franklin shall not commence work under this MOU, nor shall Franklin allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability. Franklin shall procure and maintain during the life of this MOU, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Franklin's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Franklin shall require all subcontractors under this MOU (if any) to procure and

maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Worker's Compensation. Franklin shall procure and maintain during the life of this MOU statutory Workers' Compensation insurance as required by the State of Wisconsin. Franklin shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Franklin shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance. Approval. Franklin shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this MOU. Franklin shall provide the certificate(s) to the City's representative upon execution of the MOU, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this MOU is still in effect, Franklin shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison  
ATTN: Risk Management, Room 406  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703

Franklin shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. Franklin and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this MOU.

**NON DISCRIMINATION.** During the term of this contract, Franklin agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Franklin further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

**AMENDMENTS TO AGREEMENT.** This agreement and its attachments may be modified after being signed and counter-signed, by a mutually agreed upon written notification at any time during the term.

**Franklin :**

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[Date]

**FLEET :**

Mahanth Joishy  
Fleet Superintendent

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