



## PARTICIPATION AGREEMENT

**THIS AGREEMENT** is entered into by and between the \_\_\_\_\_, Michigan (hereinafter “PARTICIPANT”) and the Michigan Suburbs Alliance (“ALLIANCE”).

WHEREAS, PARTICIPANT desires to avail themselves of the technical services and assistance offered by the ALLIANCE in connection with PARTICIPANT’S submittals to the U.S. Department of Energy, the Michigan Department of Energy, Labor and Economic Development and others to secure funds for energy efficiency and renewable energy projects for the PARTICIPANT; and

NOW, THEREFORE, the ALLIANCE and the PARTICIPANT agree as follows:

1. PARTICIPANT agrees to identify one (1) representative and one (1) alternate to serve on the board of directors of the OFFICE as follows:

Representative		Alternate
<b>Name (Last, First)</b>		
<b>Title (if applicable)</b>		
<b>Address</b>		
<b>City, ZIP Code</b>		
<b>Email</b>		
<b>Phone</b>		

And PARTICIPANT agrees that said individuals are to actively participate in the crafting of bylaws for the OFFICE and in developing and adopting a business plan for the OFFICE.

2. For the purposes set forth in this Agreement below, PARTICIPANT consents to the release of its historic energy use data and agrees to execute such documents as may be necessary to allow the ALLIANCE to obtain that information, and PARTICIPANT further agrees to provide the ALLIANCE upon request with any existing research, plans or other documents regarding the use of energy within its jurisdictional boundaries.
3. PARTICIPANT agrees to provide the ALLIANCE with such necessary support and access to personnel, property and records as to allow them to meet their obligations detailed herein below.

4. If PARTICIPANT is awarded funding for a project via submittals prepared on their behalf by the OFFICE, PARTICIPANT agrees to pay the OFFICE an amount equal to the value of that funding to be realized through energy and maintenance cost savings predicted for the project on a “simple payback” basis. The foregoing payment to the OFFICE shall constitute full payment of PARTICIPANT’s annual membership fees for its first year of participation in the OFFICE.
5. The ALLIANCE agrees that it will, in cooperation with and subject to the approval of PARTICIPANT, timely complete various applications for funding of PARTICIPANTS’ energy projects.
6. The ALLIANCE agrees that it will, in cooperation with and subject to the approval of PARTICIPANT, timely complete an Energy Efficiency and Conservation Strategy sufficient to qualify PARTICIPANT to secure Energy Efficiency and Conservation Block Grant (“EECBG”) program funds, under the Energy Independence and Security Act of 2007 § 541, 42 U.S.C. § 17151, for the PARTICIPANT.
7. If PARTICIPANT is awarded funding, the OFFICE will, among other things, provide the PARTICIPANT with the benchmarking, auditing and other reporting necessary to comply with the requirements of any funding program, as well as assistance with other grant administration matters needed by PARTICIPANT and marketing PARTICIPANT’s efforts toward energy conservation and efficiency and environmental sustainability.
8. Materials prepared in connection with PARTICIPANT’s energy program shall not be disseminated or submitted to any third party by the ALLIANCE or the OFFICE unless such materials have been first reviewed and approved in writing by PARTICIPANT’s representative identified in paragraph 2, above. It is understood that, in PARTICIPANT’s sole discretion, some or all of such material may be submitted or disseminated by PARTICIPANT itself. It is additionally agreed that, upon PARTICIPANT’s request, at any time, the ALLIANCE and the OFFICE shall immediately provide PARTICIPANT all materials received, prepared and assembled for or on behalf of PARTICIPANT, or in any way related to PARTICIPANT’s energy program.
9. None of the provisions of this Agreement is intended to create, nor shall be deemed to constitute or create, any relationship between the parties hereto other than that of independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement, and this Agreement does not grant either party any authority to assume or create any obligation on behalf of or in the name of the other.
10. This Agreement shall be construed in accordance with the laws of the State of Michigan without regard to its conflict of laws provisions and PARTICIPANT

consents to jurisdiction and venue in Oakland County, Michigan, for the resolution of all disputes arising hereunder.

- 11. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision necessary consistent with applicable law and, in its modified form, such provision shall be enforceable and enforced.
- 12. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any modification of this Agreement shall be in writing and shall be signed by a duly authorized representative of each party. There are no understandings representations or warranties except as expressly set forth herein.
- 13. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, PARTICIPANT and the ALLIANCE have executed this Agreement as of the date set forth below:

“PARTICIPANT”:  
\_\_\_\_\_

“ALLIANCE”:  
MICHIGAN SUBURBS ALLIANCE

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

BY: \_\_\_\_\_  
Conan Smith, Its Executive Director

Dated: \_\_\_\_\_, 2009

Dated: \_\_\_\_\_, 2009