

GRANT AGREEMENT BETWEEN
MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
hereinafter referred to as the "Department"
AND
City of Rochester Hills
hereinafter referred to as the "Grantee"

GRANTEE/ADDRESS:

Name: Bryan Barnett
Title: Mayor
Address: 1000 Rochester Hills Drive, Rochester Hills, MI 48309 3034
Phone: (248) 656-4600

GRANT ADMINISTRATOR/ADDRESS:

Contact Name: Amber Covington
Organizational Unit: Department of Labor and Economic Opportunity, State of Michigan
Address: Elliott-Larsen Building, 6th Floor, 320 S. Walnut St. Lansing, MI 48933
Telephone Number: (517) 388-0567

GRANT PERIOD:

This Agreement will begin on 10/01/2025 and continue through 09/30/2030. No activity will be performed, and the Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement. This Agreement is in full force and effect for the period specified.

TOTAL AUTHORIZED BUDGET: \$2,000,000.00

State Contribution: \$2,000,000.00
Match Contribution: \$0.00

ACCOUNTING DETAIL:

Assistance Listing # (ALN):
Grantee's Unique Entity Identifier: VMWTBPQXGAD4
Federal ID: 38-6006880

RECIPIENT RELATIONSHIP IN GRANT AGREEMENT:

Sub-recipient Vendor Recipient

Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.
- F. The Grantee agrees that all procurement transactions involving the use of state funds in excess of \$5,000 must be conducted in a manner that provides maximum open and free competition i.e receiving multiple bids, quotes, and proposals to buy comparable goods and services. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Department before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

This is Grant # E20260105 between the Michigan Department of Labor and Economic Opportunity (Department), and City of Rochester Hills (Grantee), subject to terms and conditions of this grant agreement (Agreement).

Part I: AGREEMENT PROVISIONS

Agreement Scope: The Grantee agrees to comply with all terms and conditions of this grant Agreement, including any schedules and attachments that are incorporated by reference into the Agreement.

Agreement Amount: The total amount of this Agreement is \$2,000,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$2,000,000.00.

Agreement Approval: This Agreement is conditionally approved subject to and contingent upon the availability of funds. This Agreement becomes valid upon approval and execution by the Department, which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

1.0 Statement of Purpose

The purpose of the program is to fund the following State of Michigan budget appropriation:

Sec. 1011. (4) From the funds appropriated in part 1 for legislatively directed spending items, \$2,000,000.00 must be awarded to the city of Rochester Hills in Oakland County for roadway infrastructure and a community gathering space at a community park.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

These services are specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

A. The Budget is incorporated into this Agreement as attachment B. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget. The Grantee is prohibited from spending funds for "lobbying" and related activities as defined in MCL 4.415. Other prohibited expenses include:

- Lobbying / Political Activities
- Court fees/costs
- Contributions and donations
- Fines and penalties
- Legislative expenses
- Entertainment expenses
- Fundraising costs, including costs of hosting events
- Cash reserves and endowment contributions
- Alcoholic beverages
- Sales tax for non-profit and governmental entities
- Goods and services for personal use
- Expenses outside of budgeted items
- Any other expenses LEO determines are ineligible

- B. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity (LEO) to approve requests for additional funds at any time.
- C. If applicable, Grantee will be reimbursed for travel costs including mileage, meals, and lodging, that are budgeted, incurred, and related to project activities provided under this Agreement.

- 1. If the Grantee has a documented policy related to travel reimbursement for employees, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

- 2. Federally funded Grantees must comply with Title 2 CRF 200.475.

- 3. State of Michigan travel rates may be found at the following website:https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html ,

- 4. International travel must be preapproved by the Department and itemized in the budget.

- D. A deviation allowance greater than 5% of the budget category amount will be allowed only with a formal grant amendment that must be signed by both the Grantor and Grantee.

A deviation allowance that is less than 5% is allowable without Department approval provided that they do not authorize new categories, subcontracts, equipment items, or positions not shown in the attached Program Budget Summary and supporting detail schedules.

1.3 Funding

Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time within the Agreement Period.

1.4 Amendments

- A. Amendments to the Budget or workplan will be valid only upon prior review by and written approval from the Department.
- B. Any amendment to this Agreement will be valid only if made in writing and executed by all parties to this Agreement.
- C. Any amendment proposed by the Grantee that would affect the Department's funding of any project must be submitted in writing to the Department immediately upon determining the need for such change.
- D. The Department has sole discretion to approve or deny an amendment request.
- E. Upon the Department's request and receipt of a proposed amendment,

the Grantee must amend this Agreement.

1.5 Payment and Reimbursements

The maximum amount of grant funding is \$2,000,000.00 (Two Million and 00/100)

- A. Payments may be made upon submission of Grantee Financial Status Report (FSR) requests in EGrAMS <http://egram-mi.com/leo> indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. must be maintained for audit purposes for the full length of the Department's retention schedule, to comply with this Agreement.
- B. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. Costs incurred engaging in lobbying activities, as defined in MCL 4.415(2), are not permitted or considered a reimbursable cost. The Grantee representative submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other bases for liability or guilt.
- C. FSRs must be submitted no later than 30 calendar days after the close of each month. The monthly FSRs must reflect total actual program expenditures up to the total agreement amount. Grantee's failure to meet financial reporting responsibilities as identified in this Agreement may result in the Department withholding future payments.
- D. The payment of the final grant amount will be made after completion of the project and after the Department has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.
- E. The Grantee is required by section 283a of the Management and Budget Act, MCL 18.1283a, to receive payments by electronic funds transfer.
- F. Operational Advance: Operational Advances require prior approval from Department. Specific Terms of the operational advance are included in Attachment E once the Department approves Public Act 279 of 1894, MCL 17.52 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.
- G. Reimbursement Mechanism
All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct

Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

H. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement unless the Department instructs otherwise.

I. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place before December 26, 2014.

1.6 Monitoring and Reporting Program Performance

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

B. Progress Reports. The Grantee must submit to the Grant Administrator **Quarterly** progress reports in EGrAMS by the 15th day of the following month of the quarter's end. The progress report must include the following:

1. The percentage of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
2. A brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
3. A statement concerning any significant deviation from the previously agreed-upon Statement of Work.

C. The Grantee must submit a final report and do the following:

1. Submit the final report to the Grant Administrator for review no later than 30 calendar days after the close of the grant agreement period.
2. The final report must include the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.

- c. Coordinated efforts with other organizations to complete the project.
- d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
- f. Any experience in applying the project products and anticipated “next steps”.
- g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Department.
See Section 1.2, Detailed Budget.

2.2 Delegation

Delegation is permitted only with the Department's approval. To delegate this agreement, by whole or part, the Grantee must:

- A. notify the Department at least 90 calendar days before the proposed delegation;
- B. provide a statement ensuring that no conflicts of interest or ethical concerns exist as described in Section 3.9 - Conflict and Ethics; and
- C. provide the Department any information it requests to determine whether the delegation is in its best interest.

2.3 Program Income/Interest Income

A. Program Income

All program income must be used before the submission of the final closeout report for the Fiscal Year (FY) for which program income was earned. All program income must be added into the program budget and used to further program objectives.

Program income means:

- i. Gross income received, and directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period;
- ii. income from fees for services performed from the use of rental of real or personal property acquired with grant funds;
- iii. income from the sale of commodities or items fabricated under a grant agreement; and
- iv. income from payments of principle and interest on loans made with grant funds.

Program income does not include other monetary sources, including but not limited to rebates, credits, discounts, refunds, or interest earned on any of these items.

"During the grant period" means the time between the effective date of the award and the ending date of the award reflected in the final closeout expenditure report.

B. Interest Income

1. Interest income earned by Grantee is not considered program income and must be identified and reported to LEO using Attachment D.
2. Interest income earned is due no later than the 20th calendar day after the end of the calendar quarter.
3. Remittance of interest income earned in excess of \$1,000 for grant

period must be remitted via check made payable to the "State of Michigan," along with a completed remittance submission form (Attachment D) to the following address:

State of Michigan Department of Labor and Economic Opportunity,
Finance PO Box 30823 Lansing, MI 48909

2.4 Share-in-savings

The Department will share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. The Department must approve any exception to this requirement in writing.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have the Department's prior written approval. Equipment means non-expendable personal property having a useful life of more than one year that costs \$10,000 or more per unit. Grantee will retain the equipment unless otherwise instructed at the time of approval.

2.7 Accounting

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

2.8 Records Maintenance, Inspection, Examination, and Audit

The Department or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the Department or its designee, upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the Department and its authorized representatives or designees have the right to enter and inspect Grantee's premises

or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee and Grantee's parent, affiliate, or subsidiary organization and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance, which is one million dollars (\$1,000,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Insurance requirements

Grantee is responsible for carrying and maintaining insurance coverage as applicable to the projects in this Grant Agreement. All required insurance or self-insurance must:

- a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
- b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state.
- c. Require that subcontractors maintain the required insurances contained in this Section.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

3.0 Subcontractors

Subcontractor means a person or entity that is awarded a portion of this Grant by Grantee and is obliged to perform that specified portion of the Grant in accordance with the Grant's terms. For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any

subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.

2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. If a conflict between this Agreement and the provisions of the subcontract arise, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.
 6. That the Grantee will conduct monitoring, at least annually, to ensure that the subcontractor is in compliance with the grant agreement.
 7. Grantee is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).

3.1 Procurement

The Grantee agrees that all procurement transactions involving the use of state funds in excess of \$5,000 must be conducted in a manner that provides maximum open and free competition i.e receiving multiple bids, quotes, and proposals to buy comparable goods and services. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Department before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.2 Liability

The Grantee, not the Department, is responsible for all liabilities because of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this

Agreement, if the liability is caused by the Grantee, any contractor or subcontractor, or anyone employed by the Grantee. The Department shall not be liable for any claims, judgments or costs merely by providing grant funding.

3.3 Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.4 Safety

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

3.5 General Indemnification

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

3.6 Termination

A. Termination for Cause

The Department may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the Department:

- (a) endangers the value, integrity, or security of any location, data, or personnel;
- (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- (c) engages in any conduct that may expose the Department to liability;
- (d) breaches any of its material duties or obligations; or
- (e) fails to cure a breach within the time stated in a notice of breach; or
- (f) fails to meet any terms of the grant agreement.

Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the Department terminates this Grant under this Section, the Department will issue a termination notice specifying whether Grantee must:

- (a) cease performance immediately, or
- (b) continue to perform for a specified period.

If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The Department will only pay for amounts due to Grantee for Grant activities accepted by the Department on or before the date of termination, subject to the Department's right to set off any amounts owed by the Grantee for the Department's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the Department in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the Department incurs to procure the Grant activities from other sources.

B. Termination for Convenience

Either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date may terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the Department terminates this Grant for convenience, the Department will pay all allowable costs, as determined by the Department, for Department approved Grant Responsibilities.

C. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. During a stop work period, the Department will not pay for any activities, Grantee's incurred expenses or financial losses, or any compensation.

3.7 Reallocation or Termination of Funding

If the United States Treasury, State of Michigan legislature, or the State of Michigan government fails to provide or terminates the funding necessary for the Department to fund this Agreement, the Department may terminate this Agreement. Upon such termination of funding, the Department shall have no further obligation to provide Program Funds. Program awards will be revoked and the Program Funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes, or otherwise fails to cooperate with state partners in a manner sufficient to all state partners for the satisfactory completion of the project. Remaining Program Funds may be reallocated as the Department otherwise sees fit consistent with PA 5 of 2023.

3.8 Clawback Clause

The Department, in its discretion, has the right to recoup or clawback this Grant to collect any funds that are declined, unspent, or otherwise misused, unless otherwise indicated in this Agreement. Grantee must return any funds that become subject to recoupment or clawback.

3.9 Conflicts and Ethics

Grantee, Grantee's parent, affiliate, or subsidiary organization, and any subgrantee that performs Grant Activities in connection with this Grant must uphold high ethical standards and are prohibited from:

- (a) holding or acquiring an interest that would conflict with this Grant;
- (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant;
- (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant.

Grantee must immediately notify the Department of any violation or potential violation of these standards.

4.0 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Grantee and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Grant Agreement.

4.1 Unfair Labor Practices

Under MCL 423.324, the Department may void this Agreement if the name of the Grantee or the name of a subcontractor, manufacturer, or supplier of the Grantee subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

4.2 Prevailing Wage Act Statutory Provision

Grantee must comply with prevailing wage requirements to the extent applicable to this Agreement. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq., applies to this Grant, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Agreement. Any construction mechanic aggrieved by the failure of a Grantee or subcontractor to pay prevailing wages or benefits as specified in this Agreement, or by a violation of MCL 408.1107, in addition to any other remedies provided in that Act or by law, may bring an action in a court of competent jurisdiction against the Grantee or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and

attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act applies to this Agreement, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by the Grantee and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

4.3 Force Majeure

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

4.4 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without the prior written approval of the Department, and then only in accordance with the explicit written instructions of the Department.

4.5 Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated into a term of this Agreement.

4.6 Certification Regarding Debarment

By signing this agreement, the Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee must attach an explanation to this Agreement.

4.7 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The Department has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee also certifies, to the best of his or her knowledge and belief, that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.8 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Grantee waives any objections, such as lack of personal jurisdiction or an inconvenient forum (i.e., forum non conveniens). Grantee must appoint an agent in Michigan to receive service of process.

4.9 Compliance with Laws

Grantee must comply with all federal, state, and local laws, rules, and regulations.

5.0 Disclosure of Litigation, or Other Proceeding

Grantee must notify the Department within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including:

- (a) a criminal Proceeding;
- (b) a parole or probation Proceeding;
- (c) a Proceeding under the Sarbanes-Oxley Act;
- (d) a civil Proceeding involving:
 - (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - (2) a governmental or public entity's claim or written allegation of fraud; or
 - (3) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

5.1 Assignment

Grantee may not assign this Grant to any other party without the Department's prior written approval. Upon written notice to Grantee, the Department, in its discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the Department determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation

and signatures, and continue to perform, with the third party, its Grant obligations.

5.2 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

5.3 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, not the Department, is responsible for the payment of wages, benefits, and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

5.4 Dispute Resolution

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

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

5.5 Severability

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

5.6 Waiver

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

5.7 Incorporation

All attachments, schedules, exhibits or other documents attached or referenced in this agreement are incorporated into this agreement and become terms of the agreement.

5.8 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature: *Gregory Rivet*

Date: 04/03/2026

Gregory Rivet Director
Executive Office
Department of Labor and Economic Opportunity
State of Michigan

Signature:

Date:

Authorized Official
City of Rochester Hills

GRANT NO. E20260105

ATTACHMENT A

Objective : Address infrastructure roadway changes to access the new community park and provide indoor access to the community for gatherings, HOA meetings, programs and for an additional location for the two weeks of early access required under Michigan election law and the State Constitution.

Activity : Manage construction project

Responsible Staff : Joe Snyder (CFO), Ken Elwert (Parks Director), Bryan Barnett (Mayor)

Date Range : 10/01/2025 - 09/30/2030

Expected Outcome : Project is bid out and construction completed

Measurement : Adams road and indoor community room are used by the public

Objective : Construct roadway improvements on Adams Rd and build indoor Community Room

Activity : Bid out project

Responsible Staff : Ken Elwert

Date Range : 02/19/2026 - 05/29/2026

Expected Outcome : Competitive bids received

Measurement : Final bid selected

Activity : Construction is started

Responsible Staff : Ken Elwert

Date Range : 06/01/2026 - 08/28/2026

Expected Outcome : Construction is started and makes continuous progress until completion

Measurement : Contractor starts construction

Activity : Construction completed

Responsible Staff : Ken Elwert

Date Range : 06/25/2027 - 09/30/2027

Expected Outcome : Construction is completed

Measurement : Indoor room and road are open to the public. Early voting location scheduled for 2028 and beyond.

ATTACHMENT B

PROGRAM FY26 One Time Enhancement Grant Program			DATE PREPARED 4/3/2026		
CONTRACTOR NAME City of Rochester Hills			BUDGET PERIOD From : 10/1/2025 To : 9/30/2030		
MAILING ADDRESS (Number and Street) 1000 Rochester Hills Drive			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		AMENDMENT # 0
CITY Rochester Hills	STATE MI	ZIP CODE 48309-3034	FEDERAL ID NUMBER 38-6006880		

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salaries/Personnel	0.00	0.00	0.00	0.00
2	Fringe Benefits	0.00	0.00	0.00	0.00
3	Employee Travel and Training	0.00	0.00	0.00	0.00
4	Supplies and Materials	0.00	0.00	0.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	200,000.00	200,000.00	0.00	0.00
7	Communications	0.00	0.00	0.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	1,800,000.00	1,800,000.00	0.00	0.00
11	Other	0.00	0.00	0.00	0.00
Total Program Expenses		2,000,000.00	2,000,000.00	0.00	0.00
TOTAL DIRECT EXPENSES		2,000,000.00	2,000,000.00	0.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan	0.00	0.00	0.00	0.00

	Category	Total	Amount	Cash	Inkind
	Total Indirect Costs	0.00	0.00	0.00	0.00
	TOTAL INDIRECT EXPENSES	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	2,000,000.00	2,000,000.00	0.00	0.00

Attachment E - Program Specific Requirements

[Attachment E - Program Specific Requirements](#)

Legislatively Directed Spending Items Form

[Legislatively Directed Spending Items Form](#)