



2016 AQUATIC HABITAT GRANT PROGRAM PROJECT AGREEMENT

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

Project Number **AH 16-603**

Project Title **Avon Creek Phase IV Habitat Restoration**

This Agreement is between **City of Rochester Hills** , a local unit of government in the county of **Oakland** , hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." Funds are appropriated from the Michigan Game and Fish Protection Fund to the DEPARTMENT for the Aquatic Habitat Grant Program (AHGP), through which the DEPARTMENT may issue grants for projects in the State that protect intact and fully functioning waters with self-sustaining aquatic communities from future impairment or rehabilitate waters whose key physical processes that control aquatic habitat and fish production are impaired. The GRANTEE has been approved by the DEPARTMENT to receive an AHGP grant for the project described in this Agreement.

As a precondition to the execution of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments within 30 days of the date the Agreement is issued or the Agreement may be cancelled by the DEPARTMENT. Once this agreement is received by the DEPARTMENT, the agreement will be reviewed and if acceptable, will be signed by the DEPARTMENT thus executing the agreement.

1. The 2016 Aquatic Habitat Grant program application # **AH16-603** (APPENDIX A) is, by this reference, made part of this Agreement. The Agreement, together with Appendix A, constitutes the entire Agreement between the parties.
2. This Agreement shall be administered on behalf of the DEPARTMENT by Fisheries Division and Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted to, and are subject to approval by:

Aquatic Habitat Grant Program
 Grants Management – Program Manager
 Michigan Department of Natural Resources
 P.O. Box 30425
 Lansing, MI 48909

3. The GRANTEE'S representative for this project is:

Name	<u> Bryan K. Barnett </u>	
Title	<u> Mayor, City of Rochester Hills </u>	
Address	<u> 1000 Rochester Hills Drive </u>	
City, State, ZIP	<u> Rochester Hills, Michigan 48309 </u>	
Telephone	<u> 248-656-4664 </u>	E-MAIL <u> barnettb@rochesterhills.org </u>

All notices, reports, requests or other communications hereunder shall be sufficiently given when mailed and addressed as indicated in this Section. The DEPARTMENT and GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

4. The project period is **from date of grant execution through October 10, 2018** . The GRANTEE is expected to complete the project within the project period. Requests by the GRANTEE to extend the project period must be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may be made only by an amendment to this Agreement.

5. The DEPARTMENT agrees to grant to the GRANTEE a sum of money equal to Sixty-Seven (67%) percent of One Hundred Fifty Thousand (\$150,000.00) dollars, which is the total eligible cost of the approved project including engineering costs, but in any event not to exceed One Hundred Thousand (\$100,000.00) dollars. Increases to the grant amount will not be approved by the DEPARTMENT.
6. The GRANTEE agrees to immediately make available all matching funds needed to complete the project and to provide Fifty Thousand (\$50,000.00) dollars in local match. This sum represents Thirty-Three (33%) percent of the total eligible cost of the approved project including engineering costs.
7. Eligible costs are limited to the costs of completing the project as further described in APPENDIX A, including modifications to APPENDIX A approved by written amendment to this Agreement by the DEPARTMENT. Only the agreed-upon project costs (including grantee match) incurred during the project period are eligible for grant payment, unless otherwise approved in writing by the DEPARTMENT.
8. The DEPARTMENT will make payment to the GRANTEE as follows:
 - a. To be eligible for payment, the GRANTEE must submit a complete payment request to the DEPARTMENT on form(s) provided by the DEPARTMENT.
 - b. The GRANTEE may request up to fifty percent (50%) of the approved grant amount as an advance prior to incurring costs. Documentation of full expenditure of the advance payment must be provided to the DEPARTMENT by the GRANTEE before any additional payment requests will be approved.
 - c. The GRANTEE is required to submit documentation of all costs incurred, including value of donations/volunteer labor made to the project. Documentation of expenditures and value of donations/volunteer labor must meet written DEPARTMENT requirements as specified in the Aquatic Habitat Grant handbook for the year the grant was issued.
 - d. Within 60 days of project completion, the GRANTEE shall submit a Final Report that includes the following:
 - i. A narrative report that includes a concise summary of the steps taken to complete the project and the final project scope, a signed statement from the GRANTEE certifying that the project has been completed in accordance with the DEPARTMENT-approved Budget and Work Plan, and a description of any post-completion activities that will be the responsibility of the GRANTEE.
 - ii. A completed Final Completion Scorecard form that can be obtained from the DEPARTMENT.
 - iii. A Financial Status Report that includes an itemized list of all the expenditures and donations made during the entire project period and a list of the payments (advances and reimbursements) received by the GRANTEE.
 - iv. A final reimbursement request that includes a tabulation of the total project costs and documentation of expenditures not already submitted to the DEPARTMENT. Total project costs include items paid for with grant funds as well as the value of match provided by the GRANTEE, including volunteer labor and other donations. Documentation includes, but is not limited to: receipts and invoices, cancelled checks, payroll for paid staff costs, and documented value of volunteer labor and other donations.
 - e. Payment in the form of an advance and/or reimbursements of up to ninety percent (90%) of the eligible grant amount will be made only upon DEPARTMENT review and approval of a complete payment request.
 - f. Final payment of the remaining ten percent (10%) of the eligible grant amount will be released upon DEPARTMENT approval of the GRANTEE's final project report, completed Final Completion Scorecard form, financial status report and satisfactory project completion as determined by the DEPARTMENT, including, at the discretion of the DEPARTMENT, completion of an onsite inspection and satisfactory audit.

9. The GRANTEE agrees to complete the project in accordance with APPENDIX A, including changes approved through amendment to the Agreement by the DEPARTMENT and in compliance with written DEPARTMENT procedures and all local, State and federal laws and regulations.
10. The GRANTEE agrees to adhere to all contracting and procurement requirements as outlined in the AHGP Handbook for the year the grant was issued.
11. The GRANTEE agrees to obtain all necessary permits before commencement of the project. This Agreement shall not be construed to obligate the DEPARTMENT or any other agency to issue any permit required for the completion of the project. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits. The GRANTEE will provide a copy of all permits to the DEPARTMENT in a timely fashion before proceeding with the regulated activities.
12. Any changes to this Agreement must be through written amendment to the Agreement, executed by the DEPARTMENT and the GRANTEE in the same manner as this Agreement.
13. The GRANTEE affirms to have control of the project area through fee-simple title, lease or other recorded interest in the project area or written permission from the owner of the project area to complete the project.
14. The GRANTEE hereby represents that it will defend any suit brought against either party that involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands controlled by the GRANTEE connected with or affected by the project.
15. The GRANTEE acknowledges to have obtained adequate liability insurance coverage for any project activities associated with completion of the project.
16. This Agreement shall not be construed to require the DEPARTMENT to operate or maintain or to contribute to the operation or maintenance of the project activities that are the subject of this Agreement. The GRANTEE is solely responsible for the maintenance of the project activities that are the subject of this Agreement. All claims, demands, judgments, and expenses, including attorney fees, from any and all loss, damage, or injury to person or property, or death arising under or in any manner related to the Agreement, the activities authorized by the Agreement or the use and occupancy of the premises, project area or facilities.
17. The GRANTEE agrees 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, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a nondiscrimination provision that is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
18. No individual shall be denied access to grant-funded facilities or activities on the basis of sex, race, color, religion, national origin, residence, age, or disability.
19. Prior to the completion of this project, the GRANTEE shall return all grant money received if the project is not constructed, operated or used in accordance with this Agreement.
20. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
21. This Agreement and grant may not be transferred to any other agency, group, or individual without prior written approval by the DEPARTMENT.

22. Failure of the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE under this Agreement or any other grant projects administered by DEPARTMENT until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE and/or
 - d. Require repayment of grant funds paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
23. It is the sole responsibility of the GRANTEE to determine if its laws, policies or procedures require approval by its governing body before execution of this Agreement. By signature of this Agreement, the GRANTEE certifies that:
- a. Approval of the Agreement by its governing body is not required, or
 - b. The Agreement has been approved by resolution (true copy attached) of the _____ meeting of the _____.
- _____ (date), _____ (special or regular)
24. The Agreement may be executed separately by the parties. **This Agreement is not effective until the GRANTEE has signed it and returned it, and the DEPARTMENT has signed it.**

GRANTEE

SIGNATURE: _____

By: Maria Willett

Title: Special Assistant to the Mayor

Date: 5/23/2017

Grantee's Federal ID # _____ OR Social Security # _____

WITNESSED:

By: 1) Jamarcus Williams

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By: _____

Steven J. DeBrabander
Manager, Grants Management

WITNESSED BY:

By: 1) _____

Date: _____

APPENDIX A
2016 AQUATIC HABITAT GRANT APPLICATION #AH 16-603
(incorporated herein by reference)

