

GRANT AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND THE ANN ARBOR HOUSING DEVELOPMENT CORPORATION TO SUPPORT THE TRANSITION OF THE GREEN BAXTER COURT COMMUNITY CENTER TO A RESILIENCE HUB

This Grant Agreement (the “Agreement”) between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and the Ann Arbor Housing Development Corporation, a Michigan domestic nonprofit corporation, 2000 South Industrial Highway, Ann Arbor, Michigan 48104 (“Grantee”) outlines the terms and conditions for the City’s grant award to support the transition of the Green Baxter Court Community Center to a resilience hub.

Whereas, the City of Ann Arbor set the ambitious goal of a just transition to community-wide carbon neutrality by 2030 through its A²ZERO Plan;

Whereas, one of the key strategies of the A²ZERO Plan is investing in the resilience of the City’s people and places;

Whereas, the City submitted a grant application to the U.S. Environmental Protection Agency (“EPA”) to advance resilience-focused work, which included \$180,000 in funding to support the transition of the Green Baxter Court Community Center to a resilience hub;

Whereas, the City’s grant application was selected for a \$1,000,000.00 award by the EPA (the “EPA Grant”);

Whereas, in February 2024, the City and Grantee entered into a Partnership Agreement (attached as **Exhibit A**) outlining their collaboration in connection with the EPA Grant;

Whereas, preliminary work has commenced on the tasks outlined in the grant application and Partnership Agreement, including scoping the work to transition Green Baxter Court Community Center to a resilience hub;

Whereas, in April 2025, the City received notice that its grant award from the EPA was being terminated, and the City timely submitted a dispute of this termination and is awaiting notice of a final ruling from the EPA;

Whereas, the City is committed to supporting Green Baxter Court Community Center’s transition to a resilience hub, regardless of whether the City receives the anticipated grant funding from the EPA;

Whereas, the City wishes to grant \$180,000.00 to Grantee to support the tasks outlined in the Partnership Agreement;

Whereas, Grantee’s execution of this Agreement is evidence of its acceptance of the Award and the terms and conditions stated herein;

Now, therefore, the City and Grantee agree as follows:

I. Disbursement of Grant Award.

- A. The City agrees to make, and Grantee agrees to accept, on the terms and conditions stated in this Agreement, a grant award to Grantee in the amount of \$180,000.00 (“Award”).
- B. The City will disburse funds to Grantee as a single lump sum payment upon receipt of this fully-executed Agreement.
- C. The City and Grantee agree that if the EPA Grant is reinstated, this Agreement will be immediately rescinded and the City and Grantee will enter into a Subrecipient Agreement pursuant to the terms of the EPA Grant.
- D. Grantee acknowledges that it is only entitled to only one payment of \$180,000.00, whether as a Grantee of the City or as a subrecipient of the EPA Grant.

II. Purpose and Use of Award.

- A. This Award is being made solely to finance the Green Baxter Court Community Center’s transition to a resilience hub (the “Work”) as described in the Partnership Agreement attached as **Exhibit A**.
- B. The Award will not pay any costs other than those incurred that have been allowable, allocable, and reasonable in furtherance of the Work.
- C. Grantee will obtain all applicable permits or approvals associated with its use of the Award.
- D. Grantee agrees that its activities in furtherance of this Award shall be undertaken, and the Award shall be expended, in full compliance with all applicable provisions of federal, state, and local law and all regulations thereunder.
- E. Grantee agrees to comply in all respects with all applicable laws, regulations, and rules regarding bidding, procurement, employment, and anti-discrimination.

III. Grant Term.

- A. Grantee shall complete the Work within three (3) years from the date on which this Agreement is fully executed (“Grant Term”).

- B. Within fourteen (14) days of the end of the Grant Term, Grantee shall repay the City any portion of the Award that has not been spent and/or any portion of the Award that was not spent in accordance with the terms of this Agreement.

IV. Reporting Requirements.

Grantee shall submit reports to the City biannually. Grantee shall attach to such reports all documentation related to expenditures under the Award.

V. General Provisions.

- A. At all times, Grantee is an independent contractor, solely responsible for the acts of its own employees, agents, servants, and volunteers, with no rights or benefits owing from the City other than those specifically identified in this Agreement. Grantee does not have any authority to execute any contract or agreement on behalf of the City and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- B. Grantee releases the City from any and all liability for any damages Grantee may sustain in connection with this Agreement and waives all right to collection thereof. To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with this Agreement by Grantee or anyone acting on Grantee's behalf. Grantee shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This provision shall survive termination of this Agreement.
- C. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Michigan. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be initiated exclusively in the state or federal courts of Michigan, as applicable, within the boundaries of the Eastern District of Michigan, and the parties submit to the exclusive jurisdiction over such courts in any such suit, action, or proceeding, and waive any claim related to venue or lack of personal jurisdiction.
- D. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any part or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

- E. Neither party shall subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the other party. Nothing in this Agreement is intended or shall be construed to confer any rights or remedies on any person or other entity, other than the parties and their respective permitted successors and assigns.
- F. Any modification to the terms of this Agreement shall be valid only if the changes are made in writing and signed by authorized representatives of the parties.
- G. This Agreement contains the entire understanding between the parties, and it supersedes all previous agreements, if any, between the parties concerning the same or substantially similar subject matter.
- H. The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of an actual physical signature and agree to treat electronic or facsimile signatures as binding.

[Signatures Appear on the Next Page]

The undersigned agree to the terms and conditions set forth in this Grant Agreement.

GRANTEE

THE CITY OF ANN ARBOR

By: _____
(Signature)

By: _____
Christopher Taylor
Mayor

By: _____
(Printed)

By: _____
Jacqueline Beaudry
City Clerk

Approved:

By: _____
Milton Dohoney, Jr.
City Administrator

Approved:

By: _____
Atleen Kaur
City Attorney

Exhibit A**PARTNERSHIP AGREEMENT BETWEEN ANN ARBOR HOUSING DEVELOPMENT CORPORATION AND THE CITY OF ANN ARBOR FOR ENVIRONMENTAL JUSTICE GOVERNMENT TO GOVERNMENT U.S. EPA GRANT**

This Partnership Agreement (the "Agreement"), between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City") and the Ann Arbor Housing Development Corporation, a Michigan public body corporate, 2000 South Industrial Highway, Ann Arbor, Michigan 48104 ("AAHDC") outlines the collaboration between the City and AAHDC as it pertains to U.S. EPA's Environmental Justice Government to Government grant (the "Grant"), entitled *A Model Regional Resilience Network and Resilience Infrastructure*, awarded to the City of Ann Arbor in spring 2024. City and AAHDC agree as follows:

1. The City and AAHDC agree to work collaboratively to meet the objective of this Grant as set forth in the Project Narrative attached as Exhibit A (the "Work") during the three (3) year Grant period. This Agreement will terminate at the end of the three (3) year grant period.

2. The City and AAHDC agree that the Work will include four activities: 1) strategic investments in enhanced community social cohesion to create avenues for collaborative resource sharing; 2) the establishment of a regional resilience network, which is a strong, interconnected network of organizations working on resilience or resilience-adjacent initiatives; 3) strategic investments in four important community-identified and community-serving institutions to help them transition to resilience hubs; and 4) the creation of support infrastructure to ensure the coordination and long-term viability for resilience hubs within Washtenaw County.

3. To advance these goals and activities, the City and AAHDC agree to the following roles and responsibilities:

A. City Roles and Responsibilities. The City will:

- i. Enter into an Assistance Agreement with the U.S. Environmental Protection Agency as the Direct Recipient for the Grant.
- ii. Lead monthly meetings of the project team over the 3-year Grant period.
- iii. Organize and host meetings of the regional resilience network.
- iv. Support public engagement related to designing AAHDC's resilience hub.
- v. Administer the Resilience Ambassador program.
- vi. Support technical resilience hub design at AAHDC.

- vii. Be responsible for procurement and lead contracting with organizations that will help implement the resilience hub at AAHDC.
- viii. Invest up to \$180,000 to advance the resilience hub infrastructure at AAHDC.
- ix. Develop resilience hub replication guide.
- x. Co-create resilience hub operational guidelines with AAHDC and other resilience hub operators.

B. The Ann Arbor Housing Development Corporation (AAHDC) roles and responsibilities. AAHDC will:

- i. Serve as a sub-recipient for this Grant and enter into a Subrecipient Agreement with the City. A sample subrecipient agreement is attached as Exhibit B.
- ii. Agree to the terms as outlined in the attached sample Subrecipient Agreement, which will be executed upon formal receipt of the Grant by the City.
- iii. Participate in project meetings, estimated monthly, over the duration of the 3-year Grant period.
- iv. Attend and actively participate in quarterly meetings of the regional resilience network.
- v. Develop and execute a community engagement strategy to gather feedback on what AAHDC's resilience hub could look like.
- vi. Support recruitment into the Resilience Ambassador program.
- vii. Support data collection and engagement with contractors related to resilience-hub improvements at AAHDC.
- viii. Decide on the final resilience hub components to prioritize for implementation at AAHDC.
- ix. Support implementation of resilience hub features at AAHDC.
- x. Co-create resilience hub operational guidelines with the City and other resilience hub operators.
- xi. Provide data necessary for the City to report, at least quarterly, to the U.S. EPA.

xii. Contribute to resilience hub replication guide.

4. Funding Support. The City has budgeted up to \$180,000 for physical improvements to the AAHDC's Green Baxter Court to help implement actions identified in the resilience hub plan.

5. This Agreement will be governed by, construed, and interpreted in accordance with, the laws of the State of Michigan. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the state or federal courts of Michigan, as applicable, within the boundaries of the Eastern District of Michigan, and the Parties submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waive any claim related to venue or lack of personal jurisdiction.

6. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any part or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

7. Neither Party shall subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the other party. Nothing in this Agreement is intended or shall be construed to confer any rights or remedies on any person or other entity, other than the Parties and their respective permitted successors and assigns.

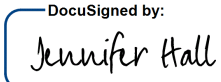
8. Any modification to the terms of this Agreement shall be valid only if the changes is made in writing signed by authorized representatives of the parties.

9. This Agreement contains the entire understanding between the Parties and supersede all previous agreements, if any, between the Parties concerning the same or substantially similar subject matter.

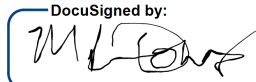
10. The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of an actual physical signature and agree to treat electronic or facsimile signatures as binding.

ANN ARBOR HOUSING DEVELOPMENT CORPORATION

CITY OF ANN ARBOR

By: 
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Name: Jennifer Hall

By: 
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Name: Milton Dohoney Jr.

Title: Executive Director

Date: 3/16/2024

Title: City Administrator

Date: 3/19/2024

Approved as to form:

By: 
627306898F804DD...

Name: Atleen Kaur

Title: City Attorney

Date: 3/19/2024

EXHIBIT A
Project Narrative

A Model Regional Resilience Network with Resilient Infrastructure

Applicant Information	City of Ann Arbor, Dr. Missy Stults, Sustainability and Innovations Director, 301 E. Huron Street, Ann Arbor, MI 48104; mstults@a2gov.org ; 734-794-6430 x 43725
Environmental Issues	Community-led air and water-related improvements focusing on increasing resilience and decarbonization of disadvantaged communities
Project Abstract	Resilience, the act of bouncing forward regardless of what acute or chronic disruption occurs, is an often aspired to goal but one that has remained out of reach for most communities, especially low-income and BIPOC residents. And with increasing climate related impacts and growing socio-economic disparity, the need for resilience has never been greater. This proposal will demonstrably improve the resilience of the most vulnerable residents in Ann Arbor and Washtenaw County by co-developing a living regional resilience network that allows for the continual investment in the adaptive capacity and enhancement of local social cohesion for the region’s frontline and most vulnerable populations. Working groups of the network will create facilitated communication channels to assist network partners in resource pooling, collective emergency response, and other acts of mutual aid. This proposal also calls for investments in four local brick and mortar resilience hubs and the creation of a resilience grant program that fosters a connective tissue between the various hubs. This interconnected resilience infrastructure will ensure the most vulnerable residents don’t just survive but thrive every day.
Project Type(s)	Climate resilience enhancements; Mitigating climate and health risks from extreme heat and flooding; and Community-led air and other pollution monitoring, prevention, and remediation, and investments in low-and zero-emission and resilient technologies and related infrastructure that help reduce greenhouse gas emissions and other air pollutants.
Underserved Communities	Tenants at Affordable Housing Sites in Ann Arbor (48105); Underhoused residents (48104 and 48103); BIPOC residents that frequent Peace Neighborhood Center (48103, 48104, 48108, and 48197); and low-income, primarily BIPOC residents in Ypsilanti (48197, 48198 and 48105).
Special Considerations	Climate Change/Disaster Resiliency – specifically focusing on increasing the resilience of frontline and underserved populations that are particularly vulnerable to climate impacts. The work will also provide benefits for rural communities within Washtenaw County by creating a county-wide resilience network that serves urban, suburban, and rural stakeholders.
Project Partners	Community Action Network (CBO); Dr. DeYoung (academia); Washtenaw County (gov.); Shelter Association of Washtenaw County (CBO); Ann Arbor Housing Commission (Public Housing Authority); Avalon Housing (housing agency); Elevate (CBO); Scio Township (gov.), Ann Arbor Public Schools

	(school); Peace Neighborhood Center (CBO); FedUp Ministries (CBO); Ypsilanti Public Schools (school); City of Ypsilanti (gov.)
QAPP	Not needed

Disproportionate Environmental and Public Health Issues Impacting Underserved Communities

Washtenaw County, Michigan is the ancestral, traditional, and contemporary lands of diverse native peoples including the Anishinaabe (ä-ni-shi-'nò-bā), including the Odawa, Ojibwe (ō-'jib-wā) and Potawatomi (pätə'wätəmē), as well as the Wyandot (wī-ən-, dāt) peoples. The taking of this land was formalized, in a process alien to native cultures, by the Treaty of Detroit in 1807. Knowing where we live, work, study, and recreate does not change the past, but a thorough understanding of the ongoing consequences of this past can empower us in our work to create a future that supports human flourishing and justice for all individuals. This knowledge is a grounding feature of our shared work to create a more sustainable, resilient, and equitable future for all Washtenaw County residents.

Located in southeast Michigan, Washtenaw County covers 720 square miles of urban, suburban, and rural settings (Figure 1). Approximately 354,000 residents call Washtenaw County home, with the largest city being Ann Arbor with a population just over 120,000. The county, and in particular the City of Ann Arbor, is one of the most economically vibrant, educated, and healthy places in Michigan – but not all residents share in this prosperity. This is evidenced by the county’s dubious honor of being the eighth most economically segregated metropolitan region in the country, with a 10-year difference in life expectancy between African American and white residents, and a 16-year difference in life expectancy between Latino/a/x and white residents. Moreover, 60% of African Americans in the county live in low-opportunity areas with limited job growth. And a 35-point gap exists on reading tests between African American and white students in the County¹.



Figure 1: Location of Washtenaw County

These discrepancies are unacceptable. And yet we know that units of local government helped create and perpetuate the conditions that allow these disparities to exist and grow. Addressing these disparities requires an all-stakeholder approach.

That is why, as the County and communities within the County (e.g., the City of Ann Arbor and the City of Ypsilanti) work to become carbon neutral, it is imperative that this work centers the needs and lived experiences of our frontline and fence line populations. Recognizing this, Ann Arbor ([A²ZERO](#)), Ypsilanti ([Sustainability Plan](#)), and Washtenaw County ([Resilient Washtenaw](#)) set equity as one of the core values of their climate work and all have placed an emphasis on enhancing the resilience of our most vulnerable residents.

¹ New “One Community” Equity Initiative Launches. 2018.

<https://www.a2gov.org/news/pages/article.aspx?i=447#:~:text=Washtenaw%20County%20is%20the%20eighth,a%2F%20and%20white%20residents.>

In this context, resilience is framed as the ability to bounce forward, regardless of what acute or chronic stressors may exist. This definition of resilience centers the importance of adaptive capacity and strong social cohesion, as these are the ties that allow residents to not just survive, but to thrive every single day, regardless of what disruptions takes place. Creating this type of resilience

necessitates investments in social, cultural, physical, and institutional structures as well as the connective tissue that unites these structures. That is the purpose of this proposal – to create an interconnected system of institutional structures that, together, enhance the resilience of our most vulnerable residents!

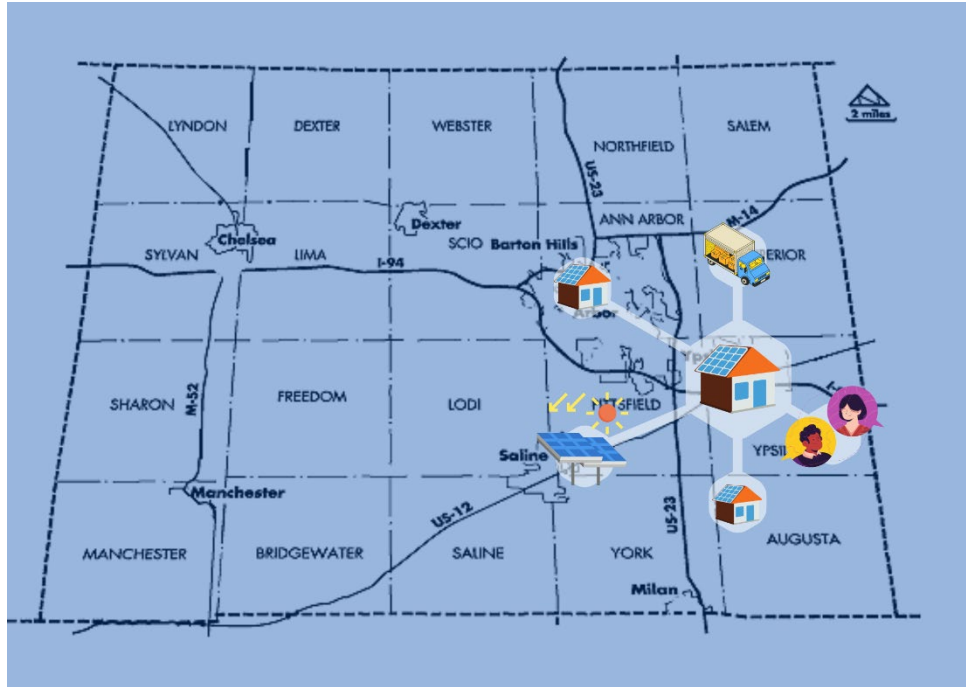


Figure 2: Rough visual of an interconnected resilience system.

Led by the City of Ann Arbor, this proposal strives to enhance the resilience of our most vulnerable local and regional residents by working directly with underrepresented stakeholders and the community-based organizations that serve them, to create a regional resilience network with associated physical infrastructure that is resilient to climate-related disruptions. More specifically, this proposal focuses on building a county-wide resilience network supported with four additional resilience hubs (three grant funded and one funded through matching dollars). The location for one grant funded resilience hub and the match-funded hub were identified using the [Washtenaw County Opportunity Index](#) (Figure 3) and through conversations with local community stakeholders and community-based organizations. These locations are Peace Neighborhood Center (match funded) and the Ann Arbor Housing Commissions' Green Baxter Court affordable housing site. In addition, we have been in conversations with the Ypsilanti Public Library about them potentially serving as the third location and/or helping us identify an institution in the surrounding area that could serve as the third site.

The Washtenaw County Opportunity Index was used throughout this proposal instead of the EPA's EJ Screening Tool because the Opportunity Index provides specific, local information about key vulnerabilities within our region. The data mapped aligns with local goals related to equity and resilience and, as such, the tool provides a baseline calculation that can be used to measure the impact of this project (and others) over time. The Washtenaw County Opportunity Index was created by Washtenaw County as a visual tool to assess access to opportunity across the county,

identifying disparities across demographics and geography in access to safe and affordable housing, quality education, employment, adequate healthcare, and stable neighborhoods.

Using the Washtenaw County Opportunity Index, project partners identified hotspots within the County where socio-economic vulnerability, as determined by the factors noted above, was the highest. These hotspots were then checked against the [Michigan EJScreen tool](#) (MiEJScreen), with similar results (Figure 4). While much of Washtenaw County ranks in the lower percentiles of the MiEJScreen overall score, there are distinct pockets that rank in the 80th and 90th percentile, particularly in the downtown areas of both Ann Arbor and Ypsilanti as well as pockets around both cities. Overlaying the Washtenaw County Opportunity Index and MiEJScreen allowed project partners to identify strategic areas of low opportunity and environmental justice communities in the county. The search was supplemented by discussions with community-based organizations to identify gaps

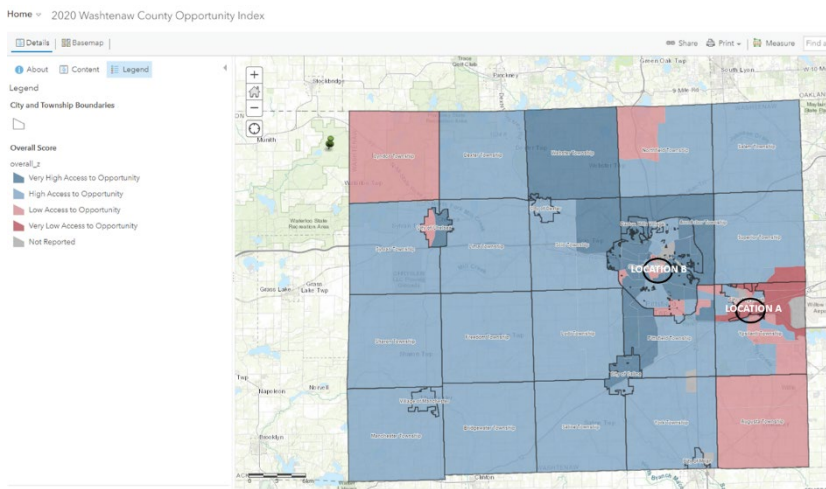


Figure 4: Results from the Washtenaw County Opportunity Index

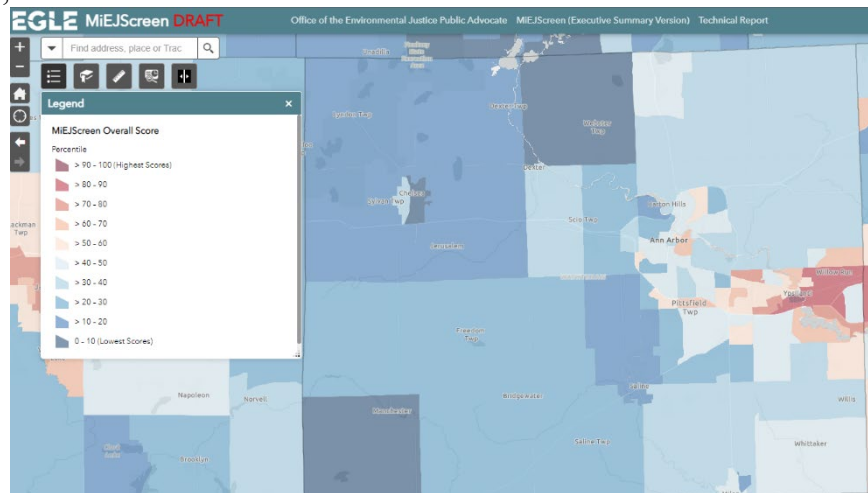


Figure 3: The MiEJScreen overall score for Washtenaw County

that the data is not granular enough to show. These analyses allowed us to ensure the proposed resilience network is centering our most vulnerable populations and those that serve them, and that our proposed resilience hubs are in (and designed by) frontline populations.

Resilience Hub Possibility: Ypsilanti Public Library

One potential location for resilience hub deployment is the Ypsilanti Public Library (or the surrounding area), located in the center of the City of Ypsilanti. This library serves an area of Ypsilanti (Figure 5) that ranks in the 94th percentile of the overall MiEJScreen score, with sub score breakdowns of 81st in environmental conditions (69th in exposure, 93rd in environmental effects) and 98th in population characteristics (94th in sensitive populations and 96th in socioeconomic factors). Breaking down these categories further, the area ranks in the 90th

percentile for low-income populations, 82nd for BIPOC residents, and 89th for housing burden. The area also ranks in the 80th and 90th percentiles for asthma, cardiovascular disease, low birth weight infants, and life expectancy. Each of these statistics are highly correlated with vulnerabilities to extreme weather events and climate change.



Figure 5: An area of downtown Ypsilanti on the MiEJScreen (left). The dark red color indicates it is in the 94th percentile while the lighter red indicates the 80th-90th percentile. On the right is the same area using the Washtenaw County Opportunity Index. The dark red indicates very low access to opportunity.

Resilience Hub Two: Green Baxter Court Affordable Housing Community

The second location for a resilience hub is the community center at the Green Baxter Court affordable housing community, located in the center of the City of Ann Arbor. While the area is in the 56th percentile for socioeconomic factors, it ranks in the 70th percentile for low-income populations, the 84th percentile for BIPOC residents, the 94th percentile for linguistic isolation, and the 95th percentile for housing burden (Figure 6). Additionally, the area is in the 65th percentile for health vulnerabilities and exposure, ranking in the 73rd percentile for respiratory hazards, the 79th percentile for diesel particulate matter, and the 76th percentile for traffic density. Looking at the demographics of residents at Green Baxter Court specifically (Figure 6), 87% are considered extremely low income (0-30% AMI), 9% are very low income (30-60% AMI), and 4% are low income (51%-80% AMI). Additionally, 83% identify as Black/African American, despite Black/African Americans making up only 6.7% of Ann Arbor Residents ([U.S. Census, 2020](#)). In the neighborhood, there is a community center operated by Community Action Network (CAN). As they do across their network, CAN educates children and youth through summer camps and free after school programs, stabilizes families with utility shut-off protection and food distribution services, and builds community through relationship building events, partnering with City safety departments to build positive relationships, and tending a community garden. Given the existing activation of and the community's trust of the community center, this site has been selected as the second resilience hub.

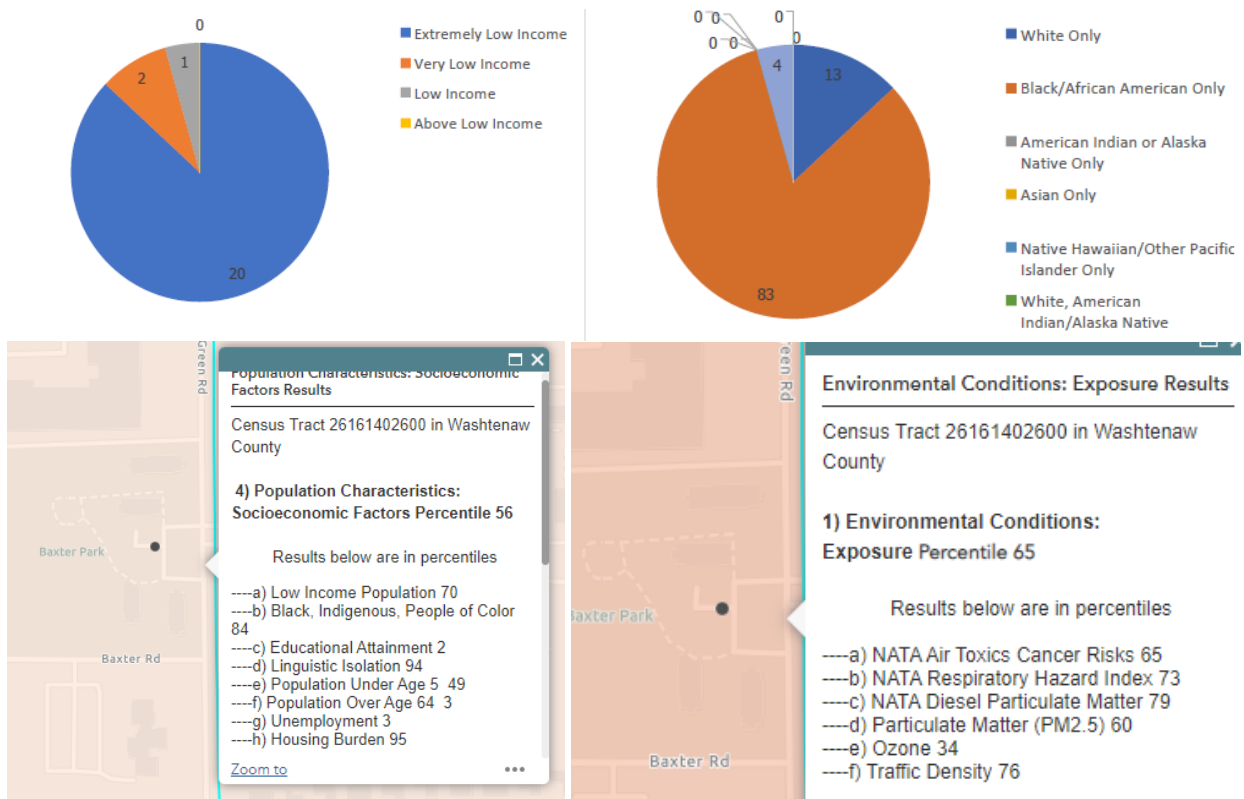


Figure 6: Demographic data for the Green Baxter Court affordable housing community (the black dot) and surrounding area.

Resilience Hub Three: Peace Neighborhood Center

The third location identified for a resilience hub is Peace Neighborhood Center in Ann Arbor. For 50 years, Peace has worked to make the Washtenaw community better and break the cycle of poverty – one person at a time. Peace’s programs are focused in two areas: youth services and adult services. Youth services include a continuum of after-school and summer programming for youth from K-12 and beyond, with the end goal of college or trade school graduation. Peace provides academic support, enrichment activities, nutritious food, mentoring, and support for college, financial aid, and scholarship applications. The adult services start by recognizing that one cannot fully support a young person without engaging with their families. That is why their adult services include family enrichment programming, case management and advocacy, emergency assistance, job placement, individual counseling, and substance abuse and recovery support. And Peace reflects the community they serve: 80% of their staff and 75% of those they serve identify as people of color.

In addition to serving primarily BIPOC residents from across the County, we know their physical headquarters on the west side of Ann Arbor faces several areas of concern, including an overall pollution burden in the 57th percentile, with specific highs in their proximity to cleanup sites (84th percentile) and wastewater discharge (93rd percentile) (Figure 7). Similarly, the area ranks in the 52nd percentile for environmental health exposure, with highs for traffic density in the 78th percentile and diesel particulate matter in the 68th percentile. For these reasons, Peace was chosen as the site for our third (match funded) resilience hub.

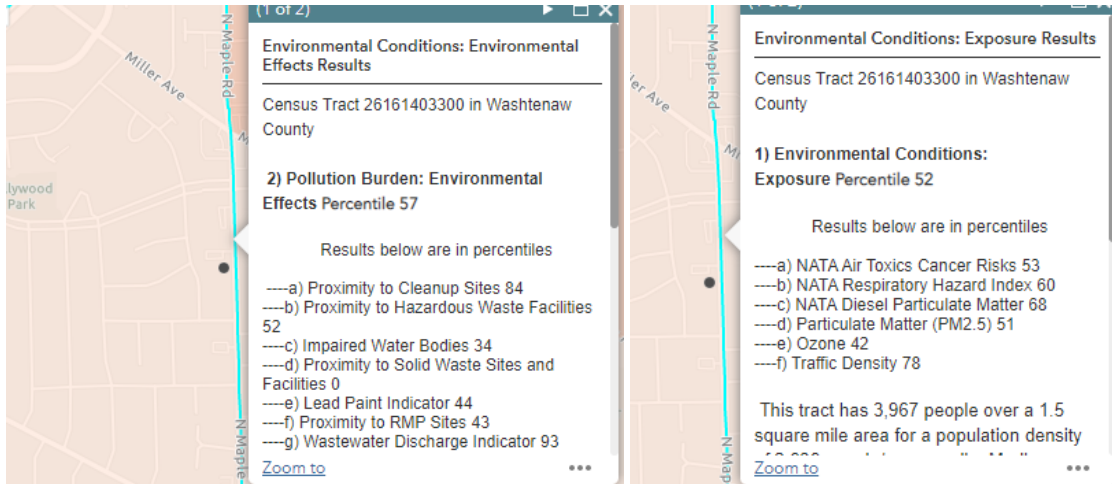


Figure 7: Peace Neighborhood Center on MIJScreen. The Center is the black dot.

Resilience Hub Four: To Be Determined

The fourth and final location for a proposed resilience hub has intentionally been undetermined. The reason for this is to allow the community and members of the resilience network to collaboratively determine the location for the final site.

Regional Resilience Network

The regional resilience network will serve as the connective tissue between the resilience hubs and other existing or to-be fostered resilience-based services. This network will create a new collaborative approach, generating opportunities to improve how we collectively provide services to our most vulnerable populations on a day-to-day basis and after a climate-related disaster. The network coupled with the brick-and-mortar resilience hubs will help build trust and give both those who provide a service and those who receive the service the ability to co-create solutions. The regional resilience network will break down existing silos, create new partnerships, and align and create regional-based approaches to building community resilience where it is needed most. The vision is that this network not only helps to build resilient communities with our underserved populations but also creates a shared vision and collective capacity to make all of Washtenaw County more resilient.

Summary on Disproportionate Environmental and Public Health Issues

Looking across each of the areas identified above, there are common patterns: in each area the demographics show significantly higher rates of BIPOC and low-income residents than the city and county. The areas, even when skewed by the surrounding community demographics due to a history of gentrification, are considered areas of low opportunity. And they face higher than average levels of diesel particulate matter, traffic density, proximity to cleanup sites, and wastewater discharge.

In addition to all these variables, lived experience shows that the residents of these communities are at much higher risk to disruptions from severe weather, especially power outages than peers in other areas of the county. In the last few years, several multi-day power outages have led residents in these regions to lose food and medications, causing considerable health impacts and increased financial burden to simply exist, let alone restore what was lost. And few locations exist where

individuals and families in need can go during a disaster, let alone every single day for the critical support services they need to survive.

That is why we are targeting these areas first for our resilience hubs and for deployment of our resilience network. Each resilience hub will be powered by renewable energy with battery storage, instantly decreasing emissions and improving air quality in the communities. They will have updated stormwater retention features, be stocked with food and emergency supplies, and have other community-defined upgrades and programming to ensure they are responsive to the community's specific needs. The hubs will provide a place for residents to go every day to get critical services, including during extreme weather events. And by locating the resilience hubs directly in underserved communities that have already established community structures and co-designing them directly with the residents they will serve, we will ensure that access to the hubs, the services provided, and the communication surrounding them are baked into the existing community to meet their unique needs.

Organization's Recent Efforts to Directly Support Underserved Communities

The City of Ann Arbor has a demonstrated history of building relationships and providing direct support to underserved residents. Below are three specific examples that demonstrate a track record of prioritizing frontline and vulnerable peoples in our climate-related work. Additional examples, such as our work to create net zero energy affordable housing sites or launch a low-income community solar program are available on our website: www.a2gov.org/sustainability.

Aging in Place Efficiently - Established in 2020, the Aging in Place Efficiently (AIP-E) initiative is a grant funded program administered by the City of Ann Arbor and [Michigan Saves](#), the nation's first nonprofit green bank, that assists income qualified, older adults with safely and comfortably staying in a place of their choosing for as long as possible. Participants in AIP-E are at least 60 years of age, do not have assets more than \$50,000 (excluding primary residence and saved retirement funds), and have a monthly income at or below 80% of the Area Median Income. The program focuses on three areas of improvements: (1) home comfort, (2) improved efficiency to reduce energy bills, and (3) safety. To ensure that the most pressing needs of program participants are met, a social worker and occupational therapist perform in-home assessments. Prior to home improvements 65% of participants kept their home at uncomfortable temperatures to save money on energy bills and 47% reported having difficulty paying their utility bill. Improvements made through the program reduced 113 Metric Tons of CO2 over the lifetime of the improvements and are projected to save participants over \$45,000 in energy costs. The target audience for this program are vulnerable older adults in Washtenaw County, a growing population. The City of Ann Arbor alone has over 2,177 older adults living below 200% of the Federal Poverty Level with increases expected, in part, due to inflation.

Bryant Sustainability Project - Over the last two years, the City of Ann Arbor has worked with Community Action Network (CAN), and the residents in the Bryant Neighborhood of Ann Arbor, a frontline community, to design the first fully decarbonized existing neighborhood in America. The Bryant neighborhood contains 262 households, of which 75% are considered low-income, 50% are owner-occupied, and the majority are residents of color. In 2020, the City approached the McKnight Foundation and secured a planning grant to work with Bryant residents, along with CAN, to co-design a whole home health, safety, comfort, and decarbonization assessment specifically to improve indoor air quality, resident comfort, and to advance the City's goals of a

just transition to community-wide carbon neutrality by 2030 (known as **A²ZERO**). This work began in April 2021 and has already uncovered many opportunities to improve indoor air quality and improve resident safety and health, while also highlighting many of the unique and charming elements of the Bryant neighborhood that are valued by residents. In 2022, the project was awarded a Clean and Healthy Neighborhoods grant from the EPA to conduct the assessments, working directly with the residents to assess the efficacy of the assessment methodology and continue to adapt the program to ensure it works *for* the residents. Through these assessments, we have learned what the needs are in Bryant homes and have used those insights to start fundraising to make improvements. And just this year, the project was awarded a grant from the Michigan State Housing Development Authority to begin upgrading 19 homes based on the results of the resident-designed decarbonization assessment. We are currently in the contractor selection process, working directly with the residents to select contractors they are most comfortable with. During this process, we have also identified health issues, such as leaky gas stoves, mold, and structural issues that will be addressed. Going forward, we will continue working directly with the residents to create their version of a fully decarbonized neighborhood to dramatically improve air quality, reduce energy burdens, and create safer and more comfortable homes in this frontline neighborhood.

Low-Income Sustainability Grant Program - In fiscal year 2023, the City of Ann Arbor established a low-income sustainability grant pilot, with the goal of assisting low-income residents (defined as 80% AMI or less) with funding some of the upfront costs of improvements necessary to make their homes safer, healthier, more comfortable, and more sustainable. This includes projects that advance sustainability and health outcomes, such as weatherization-related work, renewable energy installations, beneficial electrification, basic home repairs, and aging in place support. The City is currently working with our housing partners – the Ann Arbor Housing Commission and Avalon Housing – to identify locations and improvements that will reduce energy costs and make homes more comfortable while reducing greenhouse gas emissions. This program was a one-year pilot, that will be altered into a full operational program that provides direct incentives to low-income residents to make decarbonization choices. The City is still determining the details of this program, in consultation with partners and residents, but we anticipate the structure being similar to the Inflation Reduction Act where we have funds set-aside for point-of-sale rebates for income qualified residents.

Project Linkages

This project advances EPA’s Strategic Plan Goal 2, Objective 2.1 by working directly with underrepresented and frontline populations to co-design resilience solutions that respond to their unique challenges and opportunities. This work will demonstrate what resilience means to local communities that have been historically left out of conversations regarding climate mitigation and adaptation. It will “flip the script” by giving frontline communities the ultimate decision-making power about what resilience investments to make at each of the key sites and it will compensate them for their time, expertise, and insights. By undertaking work through a co-design process that is community-led, and compensating people for their time and expertise, we are challenging assumptions about who are knowledge brokers and experts in resilience. Moreover, centering frontline populations in this work allows us to invest in individuals and populations that have historically been underrepresented in the climate change field. While not the direct intent of the proposal, the hope is that engaging in the proposed Resilience Network and participating in the

community design charettes and meetings will lead to at least two community members pursuing careers in resilience. These individuals may become formal Resilience Ambassadors (as outlined below) or leverage relationships built through the regional resilience network to find educational or employment opportunities in the climate field.

In addition to aligning with Goal 2, Objective 2.1, this work also aligns with EPA's Strategic Plan Goal 1 (objectives 1.1, 1.2, & 1.3), Goal 4 (objectives 4.1 & 4.2), and Goal 6 (objective 6.2 & 6.3).

Partners and Collaboration

The City of Ann Arbor has secured multiple formal and informal partners to support development of the regional resilience network and the development of local resilience hubs. The following organizations have all agreed to become founding members of the Community Resilience Network, sharing their staff and expertise to foster greater resilience within Washtenaw County: Ann Arbor Public Schools (school), Community Action Network (CBO), Elevate (CBO), Shelter Association of Washtenaw County (CBO), Avalon Housing (housing agency), Peace Neighborhood Center (CBO), Ann Arbor Housing Commission (housing agency), Washtenaw County (government), City of Ypsilanti (government), Scio Township (government), Ypsilanti Public Schools (school), FedUp Ministries (CBO), and the City of Ann Arbor (government).

Additionally, the following organizations have agreed to work on transitioning their facilities into resilience hubs, allowing them to continue providing their critical services every day, including during disasters. Importantly, not all of these sites will be funded through this grant but all of them realize the importance of resilience and represent extremely important and trusted community institutions: Peace Neighborhood Center (CBO), Avalon Housing (housing agency), Ann Arbor Housing Commission (housing agency), Community Action Network (CBO), the Shelter Association of Washtenaw County (CBO), and the City of Ypsilanti (government).

Finally, we have secured the commitment from Dr. Ray DeYoung to help us design and evaluate the efficacy of the regional resilience network at regular intervals in the project. This will be instrumental in helping ensure the network is serving the needs of its members and inform any needed adjustments.

The accompanying letters of commitment/support profile how each partner anticipates contributing towards the project and our ultimate goals.

Project Activities / Milestone Schedule / Detailed Budget Narrative

The focus of this 3-year project is to demonstrably improve resilience in Washtenaw County via: 1) strategic investments in enhanced community social cohesion that creates avenues for collaborative resource sharing; 2) the establishment of a regional resilience network, which is a strong, interconnected network of organizations working on resilience or resilience-adjacent initiatives; 3) strategic investments in four important community-identified and community-serving institutions to help them transition to resilience hubs; and 4) the creation of support infrastructure to ensure the coordination and long-term viability for resilience hubs within Washtenaw County.

Guiding this work are three local climate plans that were created with extensive public input: [Resilient Washtenaw](#), [A²ZERO](#), and [Ypsilanti's Sustainability Plan](#). Resilient Washtenaw calls for the establishment of a Resilience Hub network across the entirety of the County, with a hub every 2 miles. A²ZERO calls for at least one resilience hub in each of the five wards of the city. And the Ypsilanti Sustainability Plan calls for strategic investments in resilience, including investing in resilience hubs within the City. To-date, two resilience hubs have been created in the County: one at Northside Community Center, which serves as the headquarters for Community Action Network, and the second at Bryant Community Center, which is operated by Community Action Network. Both existing hubs are in the City of Ann Arbor and located in frontline neighborhoods where critical services are provided every day to residents in need.

The City of Ann Arbor has also started conversations with Peace Neighborhood Center about creating the City's next resilience hub. And the City of Ypsilanti has begun discussions about transitioning the Ypsilanti Public Library or a surrounding institution, into to a full resilience hub to provide daily services to residents in need. Instead of having these projects unfold in isolation, our proposal strives to unite these efforts under the rubric of a regional resilience network. This resilience network will strengthen the relationships between organizations in our community and across our county, support the creation of new resilience infrastructure, and deepen the relationships between people at neighborhood scales and their local government – all culminating in a more resilient region!

Phase One: Form a Regional Resilience Network (Months 1-12)

Investing in resilience is a long-term initiative that necessitates trusted relationships and a broad range of expertise, including lived expertise. That is why the first step in our project is to create a regional resilience network comprised of organizations that provide critical services to frontline and disadvantaged communities. The regional resilience network would be an interconnected group of institutions and organizations that are working in a topic related to resilience building. This includes those working directly on disaster response and recovery, affordable housing, social service provision, environmental and human health, local units of government, and others actively working to create a healthy and thriving Washtenaw County.

This phase of work includes seven (7) activities:

- Identify additional community groups and organizations working on resilience related (or resilience adjacent) topics to invite to the network.
- Host preliminary meetings with appropriate staff from organizations to gauge their interest and desires related to participating in an emerging resilience network.
- Host first official meeting of the regional resilience network to decide on collective purpose. Lay foundation for future meeting(s) to decide on co-governance structure, create communication channels for resource pooling and emergency response, and create resilience network governing board (if relevant).
- Host three meetings of the regional resilience network. The regional resilience network will continue to formally meet three times a year in subsequent years.
- Host inner network affinity working groups for network partners to connect with organizations with similar work scopes, learn from each other, identify areas of shared work, and build strong(er) relationships.

- Continue to recruit community groups and organizations into the network with the goal to have multiple organizations from every municipality within Washtenaw County by the end of month 18.
- External reviewer conducts program evaluation to gauge program progress, participant satisfaction, distribution of project resources, etc. at the end of year one and year two.

The City of Ann Arbor is already preparing to host a preliminary conversation with resilience-serving institutions in July of 2023. At this meeting, community partners will convene to discuss what resilience means to their various institutions, what activities they are currently undertaking, and what opportunities they see to foster a regional resilience network. This meeting will serve as the foundation for a future regional resilience network.

Allocated within the grant budget is funding to support Phase One work, including:

- Financial support for organizations to participate in all phases of network development, meetings, etc.
- Materials and supplies for the regional resilience network.
- Funding to support the creation of a regional resilience network governing board.

Phase Two: Community Resilience Co-Design (Months 3-30)

People who live, work, and play in their neighborhoods everyday are those best positioned to design the innerworkings of a resilient community. That is why centering community knowledge will play an integral role in the co-design of this project. Community members will be financially compensated for their time and for sharing their expertise and local knowledge regarding how best to increase local resilience. A series of community design charettes along with deep and sustained community engagement will be led by a trusted local community-based organization that is selected by the residents. Residents will have a direct say into what the community engagement process looks like, ensuring it is responsive to a diversity of stakeholders needs regarding format, timing, and type of engagement. Insights gained through these engagements will inform both the designs of local resilience hubs as well as the programmatic opportunities and activities of the regional resilience network.

Through this process, residents will be given direct decision-making authority regarding what their local resilience hub looks like, what services it provides, and how it fits into a broader resilience ecosystem. In addition, residents will also be eligible to apply, in partnership with a local community-based organization, for grant funding to enhance local resilience in their neighborhood through a newly created small grant program.

This phase includes seven (7) activities:

- Host community-wide forums in each of the four previously identified geographies to discuss key attributes of resilience and identify trusted community-based organizations.
- Using results from above, generate a list of community-based organizations that could potentially serve as resilience hubs.
- Co-design with residents what resources a resilience hub should have/maintain to meet local needs and how the hub engages with the overall resilience network. Share findings regularly and iterate, as needed, on ideas for how the network supports brick and mortar hubs and the resource distribution between them.

- Secure three community-based organizations to lead resilience hub engagement processes. Create calendar of meetings, living planning materials, including template engagement activities, and work plan.
- Create resilience ambassador program for interested residents to engage in and lead local resilience initiatives.
- Conduct deep canvassing/multi-pronged outreach campaign in each neighborhood to determine what residents want in a resilience network and associated hub, and how the network can best serve local needs while increasing local and regional resilience.
- Develop models of community-designed resilience hubs and a framework that can be used to replicate the formation of a resilience ecosystem in other urban, suburban, and rural communities.

Allocated within the grant budget is funding to assist with community co-design, including:

- Financial support so residents can participate in community meetings and the co-design process.
- Support for childcare and food provision to enable greater public participation.
- Stipends for three trusted CBOs to run deep and sustained community engagement.
- Stipends for ten individuals to serve as resilience ambassadors and engage with residents on a variety of resilience-related opportunities.
- Access to small grants to advance resilience activities in the region.

Phase Three: Resilience Hub Deployment and Network Growth (Months 18-36)

Based on feedback gathered from the previous steps, the project team will deploy the community-designed resilience hubs in the two chosen locations (plus two additional hubs funded through local match), monitor and evaluate the hubs efficacy, and document lessons learned and promising practices. Overall, this phase includes five (5) activities:

- Release a request for proposals for bidders to purchase and install equipment necessary to realize the community's designed resilience hub.
- Celebrate opening of resilience hubs and ensure staff are trained on all elements of the hubs, including how they interact with the regional network, to ensure their long-term operability.
- Create a series of replication guidance materials regarding the process undertaken and key community-identified elements for a resilience hub, which can be shared with communities interested in building out resilience.
- Create resilience hub curriculum for Washtenaw County that provides pathways to sustain durable community connection and service as the resilience hub model scales throughout the region.
- Evaluate impact of resilience hubs in terms of number of residents served, impact of hubs on increasing resilience, changes to Opportunities Index rankings, and shifts in the MiEJScreen scores.

Phase three of the grant budget includes funding for:

- The purchase of solar panels, battery storage, and onsite stormwater features.
- The purchase of additional, community-designed and desired features at each of the resilience hubs.

- Ongoing regional resilience network support to ensure the long-term viability of the hubs and the interconnected resilience network.

Milestone schedule

Timeline	Milestone
Apr. '24	Regional resilience network kick-off meeting. Begin outlining network vision, timeline, structure, and governance.
Jun. '24	Community wide forums, facilitated by community organizations; begin co-creation process of network and resilience hub model.
July '24	Second official network meeting. Network affinity groups formed. Network continues to actively recruit. Targeted community engagement begins in the three identified areas. Community-based organizations identified to lead long-term and sustained community engagement. Scope of services agreed to and engagement process underway
Oct. '24	Regional resilience network meeting. Network governance structure created, and board members selected. Begin outlining Resilience Ambassador program. Groundbreaking for Peace Neighborhood Resilience Hub.
Feb. '25	Next regional resilience network meeting. Launch Resilience Ambassador program.
Apr. '25	External reviewer evaluates first year of project. Community engagement ongoing.
Jun. '25	Regional resilience network meeting. Design confirmed for 2 nd resilience hub. Ongoing community engagement. Bids requested to install key community identified features.
Sep. '25	Ongoing community engagement. Groundbreaking for 2 nd resilience hub.
Oct. '25	Regional resilience network meeting.
Dec. '25	Recruit next cohort of Resilience Ambassadors.
Mar. '26	Regional resilience network meeting. Design for 3 rd resilience hub. Ongoing community engagement around 4 th resilience hub.
Apr. '26	2 nd year program evaluation completed. Bids requested to install key community identified features for 3 rd resilience hub.
Jul. '26	Regional resilience network meeting. Design for 4 th resilience hub completed.
Sep. '26	Groundbreaking for 3 rd resilience hub. Bids released for construction of 4 th resilience hub. Replication guidance materials drafted.
Oct. '26	Regional resilience network meeting. Groundbreaking for 4 th resilience hub.
Feb. '27	Regional resilience network meeting. Evaluation of resilience hub and network impact completed, and recommendations made on key adjustments for long-term success.

Itemized Budget Sheet / Budget Narrative

Please see attached budget sheet and budget narrative in the “other attachments”.

Environmental Results – Outcomes, Outputs, & Performance Measures

While the project team has identified a series of preliminary outcomes, outputs, and performance measures, to stay true to our commitment to co-design, we acknowledge that these metrics may need to change based on community insights, desires, and needs. To that end, we will begin our project by naming the metrics of success as defined below during our public engagement processes to see if modifications or additions are necessary. Should changes be necessary to respect public insights, we will bring those modifications back to our EPA program officer for consideration. With that as context, the following are the preliminary environmental results (see logic model), performance measurement plan, and sustainability plan for this project.

Environmental Results – Outputs/Outcomes

Please see attached logic model in the “other attachments”.

Performance Measurement Plan

Progress tracking will in large part be conducted by an external reviewer to ensure that project objectives, goals, and timelines are being effectively and equitably administered. The external reviewer will be charged with reviewing not only the progress made by the project team but also gathering project partner and community participants’ feedback on the implementation process. Data collection will include quantitative and qualitative methodologies to ensure that distribution of staff time and project funding are serving the core purpose of addressing the needs of underserved communities and vulnerable populations. The governance structure of the network will also be evaluated to ensure that communication channels, resource pooling, and overall working structure creates an effective model for sustaining effective and durable partnerships while growing the number of community-based partners in the network.

Sustainability Plan and Environmental Justice Implementation

Inherent in this proposal is the call for increased social cohesion and the creation of a support network that addresses not only the physical needs of frontline and underserved populations, but also mental wellbeing. Direct involvement with frontline and underserved communities, as outlined through this proposal, will help build relationships and trust, things that are necessary for long-term collaboration. Moreover, the goal of the proposal is to create a sustainable regional resilience network with associated resilience hubs that can provide continued support services to enhance the adaptive capacity and social cohesion of all regional residents – especially our most vulnerable. And, as noted in the proposal, the physical resilience hubs themselves will be placed in areas that serve the most vulnerable and historically underserved people in Washtenaw County. Lastly, the Cities of Ann Arbor and Ypsilanti, and Washtenaw County realize that work to enhance resilience and decarbonize our communities in a just and equitable manner requires ongoing, sustained, and deep engagement. This project will provide a piece of the key infrastructure needed to advance the goal of a just transition to community-wide carbon neutrality, but there is no illusion that this work will be done once this grant concludes. Instead, this work must continue indefinitely.

Programmatic Capability

Organizational experience

The Project Team is composed of professionals with over 100 years combined experience working in and with frontline communities to advance climate action and resilience. The City of Ann

Arbor's Office of Sustainability and Innovations is the keeper of the community's climate and equity plan and programs (A²ZERO) and works in close connection with the Office of Emergency Management on resilience-focused initiatives. OSI and EM share a staff member – our Community Resilience Specialist, Bryce Frohlich, who will serve as a key team member for this project.

To date, the City has created two resilience hubs, one at Community Action Network's Northside Community Center and the second at Bryant Community Center, also operated by Community Action Network (CAN). Plans are also currently being drafted to transition the Bryant Community Center into a carbon negative facility and using it as a living demonstration site for a series of technologies necessary to help homes and businesses decarbonize (e.g., geothermal, air sealing, energy storage systems, weatherization, electrification). In addition to these two existing resilience hubs, the City has just initiated conversations with Peace Neighborhood Center about working with their constituents to co-design what it would look like to transition Peace into the City's third resilience hub. All these resilience hubs are being designed directly with CBOs (CAN and Peace) and their constituents to ensure the resilience hubs are benefiting underserved and vulnerable populations that daily rely on the critical services provided by CAN and Peace.

Additionally, the City regularly works with more than [100 community collaborators](#), including many CBOs, as part of the A²ZERO Collaborators Network to achieve a just transition to community-wide carbon neutrality by 2030. These collaborators work with the City on a variety of policies, programs, initiatives, and outreach campaigns focused on helping the community achieve its climate goals while also improving quality of life, health, and safety.

In addition, through our work with CAN, the Ann Arbor Housing Commission, Avalon Housing, Delonis Center, and others, we regularly develop projects and programs that directly work with underserved communities and vulnerable populations to meet their unique and emergent needs. For example, we have been working with the Ann Arbor Housing Commission for three years to develop a strategy for transitioning every affordable housing site to carbon neutrality. Engagement with residents is helping us understand structural as well as operational changes that need to be made to achieve this goal – allowing us to design solutions likely to be successful in both reducing greenhouse gas emissions while also improving quality of life and reducing the Housing Commissions operational expenses (meaning more money for programming or more affordable housing!) This is just one example of how the City works to directly include frontline residents in the decision-making process.

Finally, as mentioned previously, the City is extremely interested in creating a regional resilience network and has extended invitations to a number of community-serving institutions to convene in July. We plan to use this meeting to gather information about existing resilience activities and needs in the region, and to identify additional partners and residents who should be involved in the creation of a regional resilience network. This meeting in July could serve as the launch for a regional resilience network, should this grant prove successful.

[Staff Expertise and Qualifications of the Project Manager](#)

Dr. Missy Stults, Derrick Miller, and other members of the project team have already designed and created two resilience hubs. During the work to fully decarbonize the Bryant Neighborhood, Community Action Network (CAN), the City of Ann Arbor, and Elevate have developed

meaningful relationships with frontline residents, building on the already strong relationships CAN has from being embedded in the community. By working directly with the residents, the team co-developed a decarbonization assessment, tested it, and have begun making upgrades based on results, all thanks to the relationships with community residents.

And project partners such as CAN (Derrick Miller), Peace Neighborhood Center (Bonnie Billups), Avalon Housing (Aubrey Patino), and the Ann Arbor Housing Commission (Jennifer Hall) work directly with and for underrepresented and frontline populations daily. These stakeholders work tirelessly to provide the critical services to ensure healthy, thriving communities. And their expertise is vital to the resilience network and any activities focused on advancing equitable climate action.

Additionally, from the City of Ann Arbor Office of Emergency Management, Bryce Frohlich and Sydney Parmenter have managed the coordination of multiple severe weather events including the first activation of a Resilience Hub in the City during a disastrous ice storm that left tens of thousands of people without power earlier this year. Bryce has also conducted extensive research with residents in Ypsilanti on what a local resilience hub could look like during his time at the University of Michigan's School for Environment and Sustainability. These insights provide a strong foundation from which to build both the regional resilience network and the resilience infrastructure that will support that network.

More details about the skills and expertise of the core team members can be found in the attached resumes.

Expenditure of Awarded Grant Funds

The City of Ann Arbor has a robust grant tracking and reporting system that includes real-time monetary tracking and the assignment of a finance liaison to assist with meeting all grant deliverables. In addition, the City has a standard practice of hosting internal kick-off meetings to ensure all the financial and data management systems (e.g., IT systems, finance support, administrative assistance) are in place at the onset of a new grant supported initiative.

In addition, the Office of Sustainability and Innovations and the Office of Emergency Management have a standing monthly meeting. Grant related tasks will be added as a standing agenda item for these meetings, helping to ensure that all project elements are coordinated and moving forward. Additionally, the OSI Director will meet biweekly with the City's Community Resilience Officer to coordinate all work related to this grant (including developing a much more detailed project workplan to track progress and adjustments).

Finally, the City will draft scope of services and memorandums of understanding to share with all project partners receiving funding under this grant. That will help ensure that all expectations are clearly articulated and that each party is aware of expectations for themselves and others in the project. And all billing will be requested at the end of each month, thereby allowing the project manager to keep up to date records of financial performance.

Past Performance

The City of Ann or CAN have had multiple federal grants in the past, all of which have been completed according to each unique federal grant requirements. Within the last three years, the City has had the following grants or assistance agreements that are of similar size or scope to the one requested (note: all COVID-19 related funding has been omitted):

- *Aging in Place Efficiently* – \$200,000 Partners for Places and Ann Arbor Area Community Foundation (2020 philanthropic grant to Office of Sustainability and Innovations)
- *Bryant sustainability Project* – \$500,000 Decarbonize 19 homes in the Bryant neighborhood (2022 state grant to Community Action Network and Office of Sustainability and Innovations)
- *Conservation Easement Program* – \$262,250 U.S. Department of Agriculture grant to support purchase of land for local greenbelt (2022 to City of Ann Arbor)
- *Allen Creek Berm Opening* – \$2,300,440 U.S. Department of Homeland Security grant under the hazard mitigation funding allocation to support the opening of the Allen Creek trail (2021 funding passed through the Michigan State Police, Emergency Management Division)
- *Conservation Easement Program* – \$213,750 U.S. Department of Agriculture grant to support purchase of land for local greenbelt (2021 to City of Ann Arbor)
- *Conservation Easement Program* – \$511,070 U.S. Department of Agriculture grant to support purchase of land for local greenbelt (2020 to City of Ann Arbor)
- *Allen Creek Berm Opening* – \$2,016,738 U.S. Department of Homeland Security Emergency Management Performance Grant to support the opening of the Allen Creek trail (2020)
- *Fleet Electrification* - \$270,000 from Diesel Emissions Reduction Act for purchase of electric refuse truck (2021 as part of American Lung Association application)

Quality Assurance Project Plan (QAPP) Information

Given the nature of the proposed work, we do not believe any Quality Assurance Project Plan is required. Should EPA decide otherwise, we will immediately begin working on the QAPP.

EXHIBIT B
Sample Subrecipient Agreement



**SUBRECIPIENT GRANT AGREEMENT
BETWEEN THE CITY OF ANN ARBOR AND ANN ARBOR HOUSING DEVELOPMENT
CORPORATION**

Under the City's Environmental Justice Government to Government Assistance Agreement with
the U.S. Environmental Protection Agency

This Subrecipient Grant Agreement ("Agreement") is entered into by and between the City of Ann Arbor, Michigan, a Michigan municipal corporation 301 E. Huron Street, Ann Arbor, Michigan 48104 (the "City") and the Ann Arbor Housing Development Corporation, a Michigan public body (AAHDC) (the "Grantee").

WHEREAS, the City is the recipient of a U.S. Environmental Protection Agency grant under an Environmental Justice Government to Government Assistance Agreement (the "Assistance Agreement") and will receive grant funds in the amount of \$1,000,000 (the "Grant") to support *A Model Regional Resilience Network with Resilient Infrastructure* as set forth in Project Narrative attached as Exhibit A (the "Project"); and

WHEREAS, the City selected the Grantee to receive up to \$180,000 worth of improvements to transition the Common Area at Green Baxter Court into a Resilience Hub from the Assistance Agreement and in reliance on the representations, certifications and warranties made by the Grantee in this Agreement, on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Subaward evidenced by execution of this Agreement, and to thereby become a subrecipient of the 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 Subaward 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 SUBAWARD

2.1 **Subaward Amount**

The City agrees to make, and the Grantee agrees to accept, on the terms and conditions stated in this Agreement improvements at Green Baxter Court up to \$180,000 via Assistance Agreement funds.

2.2 **Project and Schedule**

- (a) *Subaward Purpose.* This Subaward is being made solely to finance the Project as described in Exhibit A.
- (b) *Assistance Agreement Funds Grant Expenditure Schedule.* The Subaward will not pay any costs other than those incurred that have been deemed allowable, allocable, and reasonable.
- (c) All Subaward proceeds that remain unexpended as of _____, 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 Subaward 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 law, regulation and rule 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 law and regulation applicable to the Grant funding source and the Project. Breach of this Agreement and/or failure to comply with 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 Subaward 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 Subaward 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 Subaward for a period of seven years after all Subaward 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), and the U.S. Environmental Protection Agency (EPA). 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 Environmental Protection Agency 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 Subaward.

3.8 Single Audit

The Grantee acknowledges that by accepting the Subaward 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 Subaward in a fiscal year, it will be subject to an audit under 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 Subaward 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 Subaward; 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.
 - (iv) 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 Subaward, 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 Subaward 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, Parties may give notice to the other Party to suspend performance as an alternative to termination. Parties 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 Grantee'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 the Parties determine that the funding insufficiency is resolved, the Parties may give written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Parties will give written notice to the other as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Parties give notice that they 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, the Parties may terminate the grant 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 Subaward; 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 the 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:

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 Assistance Agreement 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 and 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 E-SIGN 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 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 attorney 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. The Assistance Agreement.
3. Exhibits
4. 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, Michigan

ANN ARBOR HOUSING DEVELOPMENT CORPORATION:

Attachments:

Exhibit A – Project Narrative, Timeline, and Budget

Exhibit B – Terms and Conditions for the Assistance Agreement

Exhibit C – Reporting Requirements

Exhibit A

PROJECT, NARRATIVE, TIMELINE AND BUDGET

Exhibit B

TERMS AND CONDITIONS

**[Insert Applicable Grant
Assistance Agreement
Terms]**

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.

DOE Reporting

If the total Federal share of the Federal award may include more than \$500,000 over the period of performance, the following award term and condition applies as written:

A. General Reporting Requirements

- 1. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

1. Submit the information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent five-year period; and
 - c. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding (as defined in paragraph 5. of this award term and condition) that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

1. Every quarter the Grantee shall submit a completed EERE SF-425 form to the City, covering the entirety of work performed.

D. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of

nolo contendere.

3. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
 - a. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - b. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

- E. 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.