GRANT NO. AAELECTIONCENTER25

GRANT BETWEEN THE STATE OF MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY AND City of Ann Arbor

GRANTEE/ADDRESS:

Milton Dohoney Jr. City of Ann Arbor 301 East Huron St. Ann Arbor MI, 48107-8647 (734) 794-6511 mdohoney@a2gov.org

GRANT ADMINISTRATOR/ADDRESS:

Amber Covington
Michigan Department of Labor & Economic Opportunity
2501 Woodlake Circle
Okemos MI, 48864
(517) 284-4007
Covington1@michigan.gov

GRANT PERIOD:

This Agreement will commence on October 1, 2024, and continue through September 30, 2029. No activity will be performed and no costs to the state will be incurred prior to the effective date of the Agreement. Throughout the Agreement, the effective date October 1, 2024, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

TOTAL AUTHORIZED BUDGET: \$1,000,000.00

Federal Contribution:

State Contribution: \$1,000,000.00

Local Contribution: Other Contributions:

ACCOUNTING DETAIL:

UEI: R9C4BRD4M7L9 Federal ID: 38-6004534

SIGMA Vendor I.D.: CV0047636

SIGMA Payment Address Code: AD002

The Agreement is designated as a: Recipient (non-federal funding).

Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

GRANT

This is Grant (AAELECTIONCENTER25) between the Department of Labor and Economic Opportunity (Grantor), and City of Ann Arbor (Grantee), subject to terms and conditions of this grant agreement.

General Provisions: The Grantee agrees to comply with the General Provisions and Progress Reporting as described in Part I, Part II and Attachment E Program Specific Requirements, which are part of this Agreement.

Agreement Amount: The total amount of this Agreement is \$1,000,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$1,000,000.00.

1.0 Statement of Purpose

The purpose of this agreement is to provide for facilities that support the administration of election activities including, but not limited to, the storage of election equipment, secure spaces for tabulation or processing of ballots, and training of election workers.

1.1 Statement of Work

Interior renovation of the newly acquired City of Ann Arbor Election Center. The renovation includes programming, planning, design, and construction for the 21,173 sf building with a special emphasis of the design to include sustainable systems and construction consistent with various City decarbonization goals.

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

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity (LEO) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

- 1. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
- 2. Federally funded Grantees must comply with Title 2 CRF 200.475.
- 3. State of Michigan travel rates may be found at the following website:

https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html d. International travel must be preapproved by the Department and itemized in the budget.

C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget. No funds shall be spent for "lobbying" and related activities as defined in MCL 4.415.

1.3 Amendments

Changes in the Budget or workplan will be allowed only upon prior review and written approval by the Grant Administrator. Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

1.4 Deviation Allowance

A deviation allowance modifying an established budget category by up to 5%, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories,

subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

Changes in the Budget greater than 5% of the budget category amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.5 Payment and Reimbursements

The maximum amount of grant funding is \$ 1,000,000.00

- A. Payments may be made upon submission of Grantee Financial Reimbursement Requests indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes for the full length of the state of Michigan's retention schedule, in order to comply with this Agreement.
- B. The payment of the final grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.
- C. Grantee Financial Reimbursements Requests may be submitted at any time, but no later than 30 days after the grant end date. The Financial Reimbursement Requests must reflect total actual program expenditures, up to the total agreement amount.
- D. The Grantee representative who submits the Financial Reimbursement Request is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. Costs incurred engaging in lobbying activities, as defined in MCL 4.415(2), are not allowable or reimbursable costs. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Operational Advance: Operational Advances require prior approval from LEO. Specific Terms of the operational advance are included in Attachment E once approved by LEO.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

F. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: https://www.michigan.gov/sigmayss.

G. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

H. Indirect Costs

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

1.6 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. Progress Reports. The Grantee shall submit to the Grant Administrator **Quarterly** progress reports by the 15th day of the following month of the quarter's end that briefly present the following information:

- Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
- 2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
- 3. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
- C. A Final Report is required. The Grantee will do the following:
 - 1. Submit the final report no later than 30 days past the close of the grant agreement period for review by the Grant Administrator.
 - 2. The final report will include the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Coordinated efforts with other organizations to complete the project.
 - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f. Any experience in applying the project products and anticipated "next steps".
 - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

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

2.2 Delegation

Grantee must notify the State at least 90 calendar days before the proposed delegation, provide a statement ensuring that no conflicts of interest or ethical concerns exist (as described in Section 3.5 - Conflict and Ethics), and provide the State any information it requests to determine whether the delegation is in its best interest.

2.3 Program Income/Interest Income

A. Program Income

Program income includes income from fees for services performed from the use of rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Program income does not include rebates, credits, discounts, refunds, etc., or interest earned on any of these items.

Program income means gross income received, and directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final closeout expenditure report.

All program income must be used prior to the submission of the final closeout report for the Fiscal Year (FY) for which program income was earned.

B. Interest Income

Interest income earned by grantee must be treated as, and included in, the calculation and reporting of program income.

Interest income earned by grantee is not considered program income and must be identified and reported separately.

Remittance of interest income earned in excess of \$500 must be remitted via check made payable to the "State of Michigan," along with a completed remittance submission form (Attachment A) to the following address:

State of Michigan

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

Interest income earned is due no later than the 20th calendar day after the end of the calendar quarter.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

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

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

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

2.8 Records Maintenance, Inspection, Examination, and Audit

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

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

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

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

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and

regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

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

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

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

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

i. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

C. Stop Work Order

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

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

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

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

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

3.9 Media Releases

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

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

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

4.2 Illegal Influence

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

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

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

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

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this

Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

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

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

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

4.8 Grantee Relationship

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

4.9 Dispute Resolution

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

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

5.0 Severability

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

5.1 Waiver

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

vered to enter into this Agreement
Date
Date

GRANT NO. <u>AAELECTIONCENTER25</u>

Special Grant Application Form

Official Grantee:	
Grantee Full Address:	
Grantee Primary Contact:	
Phone:	Email:
Legislative Sponsor(s):	Appropriated Amount:

Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.)

If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310?

Questions for Official Grantee

- 1. Is the grantee a unit of local government, public authority or other political instrumentality as authorized by law, institution of higher education, or other state department?
- 2. If no, is the entity registered with the department of licensing and regulatory affairs or the department of attorney general and been in existence for at least the 12 months preceding the effective date of this act?*
- 3. If the answers to #1 and #2 are no, does the grantee have other state or federal tax filings or other government records that demonstrate the grantee has been in existence for at least the 12 months preceding the effective date of this act?

 If yes, please attach any relevant records.
- 4. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 121 of 2024. Please provide additional explanation that gives more detail than is currently contained in the boilerplate language.

^{*}Grantees can check registration with LARA here and with AG here.

exce	eed	10% of the grant amount.
6. A		ipated time-frame for each cost identified in the budget (this will reflect the period of t).
that	all re	nowledge that the boilerplate language related to this grant has been read and confirm equirements for the grantee and project comply with the boilerplate language pertaining ant. (Sign to acknowledge)
		Milton Dohonsy Jr.
8. I		nowledge that I will be required to submit progress reports and a final report including:
	i.	A summary of the Grant Activities performed over the period determined by the department;
	ii.	An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
	iii.	Any other information deemed relevant by Grantee to support the Grant Activities actually performed.
9. lo	dent	ify authorized signer(s) for Grant Agreement.
10	Plea	use he advised any portion of the grant funds paid to grantee and not spent or not

5. Fill out the anticipated dollar amount for each respective category of the budget, using the excel budget form provided. Please note the general administrative expense cannot

10. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

NOTICE:

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.



N-787 Anderson House Office Building 124 N Capitol Ave Lansing, MI 48933 (517) 373-0855

JasonMorgan@house.mi.gov

Jason Morgan Michigan House of Representatives District

Committees Appropriations Military and Veteran Affairs and State Police-Chair Higher Education & Community Colleges - Majority Vice Chair

September 6, 2024

Jennifer L. Flood State Budget Director 111 South Capitol Avenue Lansing, MI 48910

Director Susan Corbin Department of Labor and Economic Opportunity 105 West Allegan Street Lansing, MI 48933

SUBJECT: Legislative Sponsorship of Public Act 121 of 2024 Grant

Dear Directors:

In accordance with Public Act 121 of 2024, Article 9, Section 1050(c), I am pleased to sponsor the grant identified below and I certify that this grant is for a public purpose.

The following information summarizes the grant I am sponsoring:

GRANT SUMMARY

City of Ann Arbor **Grant Recipient:**

Grant Amount: \$1.000.000

Boilerplate Article 9, Sec. 1050(c)

Section:

Authorizing Grant

Boilerplate (15) From the funds appropriated in part 1 for community enhancement Language:

grants, the department or fund shall award grants for facilities that

support the administration of election activities including, but not limited to, the storage of election equipment, secure spaces for tabulation or

processing of ballots, and the training of election workers. The department or fund shall award grants of \$1,000,000.00 to each of the following municipalities: (a) A city with a population between 106,000 and 108,000 in a county with a population between 280,000 and 290,000 according to the most recent federal decennial census. (b) A city with a population between 195,000 and 200,000 according to the most recent federal decennial census. (c) A city with a population between 120,000 and 125,000 in a county with a population between 350,000 and 400,000 according to the most recent federal decennial census. (d) A city with a population between 45,200 and 45,300 located

in a county with a population between 280,000 and 290,000 according to the most recent federal decennial census.

To fund municipal election centers. **Public Purpose:**

Please see attachments for completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Sincerely,

Representative Jason Morgan

23rd House District

Representative Jennifer Conlin

48th House District

ain Akhemos

Representative Carrie Rheingans

47th House District

Representative Felicia Brabec

33rd House District

Senator Jeff Irwin

15th Senate District

Senator Sue Shink 14th Senate District

Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. Six line items is the maximum allowed.

1. Grantee: City of Ann Arbor		2. Project Title Election Center			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Consultants/Outside Contractors	Desing/Architecture Election Center Build-out (total	\$ 110,000.00			\$ 110,000.00
Construction:	project \$2M)	\$ 890,000.00			\$ 890,000.00
	Tota	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00

Program Specific Requirements

Additional Reporting Requirements:

A. The Grantee must submit the following reports on the following dates:

Financial Status Report: For all payment requests, please send to <u>LEO-GRANTS@michigan.gov</u> with "Payment Request" in the subject line. Reimbursement requests can be made at any time.

Quarterly Progress Report: Quarterly. Due 15 days after the quarter ends. Quarter is based on the State's Fiscal Year.

October-December due January 15

January-March due April 15

April – July due August 15

August - September due October 15

- B. Any other reports requested by LEO
- C. Reports and information must be emailed to the Program Manager.

The email address is: <u>LEO-GRANTS@michigan.gov</u>

- D. Any such other information as specified in the Statement of Work, Attachment A must be developed and submitted by the Grantee as required by the Program Manager.
- E. The Grantee must permit the Department or its designee to visit and to make an evaluation of the project as determined by Program Manager

Other Program Requirements: None currently.

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES FY 2025 – Effective October 1, 2024

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$98.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$98.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$66.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$107.50	_

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$66.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$104.75	•

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage RatesCurrentPremium Rate\$0.67 per mileStandard Rate\$0.440 per mile

^{*} See Select Cities Listing

^{**} Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.conlintravelhub.com/som

SELECT CITY LIST SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2024

Michigan Select Cities/Counties				
	CITIES	COUNTIES		
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland,	Grand Traverse, Oakland,		
	Leland, Mackinac Island, Midland, Muskegon, Petoskey, Pontiac, South	Wayne		
	Haven, Traverse City			
Out of State Select	Cities/Counties			
STATE	CITIES	COUNTIES		
Alaska	All locations			
Arizona	Phoenix, Scottsdale, Sedona			
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura		
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail			
Connecticut	Bridgeport, Danbury			
District of Columbia	Washington DC (See also Maryland & Virginia)			
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami			
Georgia	Brunswick, Jekyll Island			
Hawaii	All locations			
Idaho	Ketchum, Sun Valley			
Illinois	Chicago	Cook, Lake		
Kentucky	Kenton			
Louisiana	New Orleans			
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford			
Maryland	Baltimore City, Ocean City	Montgomery, Prince George		
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk		
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey		
Nevada	Las Vegas			
New Mexico	Santa Fe			
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plaines	Suffolk		
Ohio	Cincinnati			
Pennsylvania	Pittsburgh	Bucks		
Puerto Rico	All locations			
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport		
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center			
Utah	Park City	Summit		
Vermont	Manchester, Montpelier, Stowe	Lamoille		
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax		
Washington	Port Angeles, Port Townsend, Seattle			
Wyoming	Jackson, Pinedale			