

GRANT AWARD LETTER

January 16, 2025

Avalon Housing, Inc.
1327 Jones Drive, Suite 102
Ann Arbor, MI 48105

RE: Energy Improvements at Stimson Apartments

Dear Avalon Housing

We are pleased to inform you that the City of Ann Arbor is offering you a grant to support the above-referenced grant application, which Avalon Housing (“**Grantee**”) submitted in Spring 2024 (“**Proposal**”).

Amount and Purpose of the Grant: \$100,000 (“**Grant**”) to meet the project goals stated in the Proposal before the Michigan State Housing and Development Agency.

Grant Term: One year from the date of this Grant Award Letter. The City may grant an extension to the Grant Term upon written request of the Grantee.

Disbursement of Funds: The City of Ann Arbor will disburse funds to Grantee upon receipt of this fully-executed Grant Award Letter. Grantee shall maintain and provide documentation for its use of such Grant funds in accordance with this Grant Award Letter.

As a condition of this Grant award, the Grantee and City agree as follows:

I. DELIVERABLES AND USE OF FUNDS

- A. Grantee shall use the Grant exclusively to achieve the Proposal’s Deliverables. No portion of the Grant shall be used to attempt to influence legislation or any political campaign, or related to any candidate for public office.
- B. Within fourteen (14) days following the end of the Grant Term, Grantee shall repay the City any portion of the Grant that has not been spent and/or any portion of the Grant that was not spent in accordance with the terms of this Grant Award.
- C. Grantee must receive the City’s written permission before any portion of the Grant is expended for a purpose other than those identified herein.

II. REPORTING REQUIREMENTS. Grantee shall submit a final report (on a City-provided form) to the City within thirty (30) days of the end of the Grant Term. Grantee shall attach to such final report all documentation related to its expenditures under the Grant (e.g., invoices, canceled, checks, receipts, etc.).

III. TERMS AND CONDITIONS

- A. When acknowledging the Grant in the media or otherwise, Grantee shall refer to the Grant as the “Sustaining Ann Arbor Together Grant.” Grantee authorizes the City to use all Grant-related documents and images in any manner the City sees fit including on reports,

the City's website, and other promotions.

- B. In case of a conflict between the terms of this Award Letter and the Proposal, the terms of this Award Letter shall prevail. This Award Letter and related Proposal includes the entire understanding of the parties; any amendments to such documents shall not be binding on the parties unless it is in writing and signed by the parties' authorized agent(s).
- C. The Grantee and City shall comply with all applicable laws related to their respective rights and obligations under this Grant Award. The Grantee warrants that it has (or will lawfully obtain) the right to access and improve the property(ies) involved in the Proposal. If a Grantee's Proposal involves improvements on City property and/or City right-of-way, Grantee agrees and warrants that it shall be solely responsible for such improvement including required maintenance and compliance with applicable laws.
- D. The City and Grantee agree that at all times and for all purposes under this Grant Award, Grantee shall be 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 Grant Award. 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.
- E. Grantee releases the City from any and all liability for any damages Grantee may sustain in connection with this Grant Award, and waives all right to collection thereof. To the fullest extent permitted by law, the 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 the performance of this Grant by the Grantee or anyone acting on the Grantee's behalf under this Grant Award. The Grantee shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.
- F. If the Grantee fails to comply with the conditions outlined herein, the City will give Grantee notice and reasonable opportunity to cure such non-compliance. If Grantee fails to cure the non-compliance within such time period, Grantee must return the Grant funds to the City immediately.
- G. Prior to receipt of its Grant Award and as a condition thereof, Grantee shall: (1) provide the City its Tax Identification Number or Social Security Number and current and completed W-9; and (2) complete and sign the City's Conflict of Interest Disclosure Form.
- H. The individual signing this Grant Award Letter represents and warrants that he/she has authority to bind Grantee, and is authorized to receive official notices related to the Grant at: Wendy Carty-Saxon, 1327 Jones Drive, Ann Arbor, MI 48105. The Sustainability and Innovations Director is authorized to receive official notices related to this Grant on behalf of the City at 301 East Huron Street, Ann Arbor, MI 48104.

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

GRANTEE

FOR THE CITY OF ANN ARBOR

By _____
(Signature)

By _____
(Signature)

By Wendy Carty-Saxon
(Printed)

By Milton Dohoney, Jr., City Administrator
(Printed)

Dated _____

Dated _____

Approved as to form:

Atleen Kaur, City Attorney