January 11, 2016

Mr. Peter Redmond, Chairperson
Cheboygan County
870 S. Main Street
P.O. Box 70
Cheboygan, MI 49721-0000

RE : **Announcement of Funding Award Grant # MSC-2015-0730-HOA, Required Documentation and OPAL**

Dear Mr. Redmond:

Congratulations! The Michigan State Housing Development Authority (MSHDA) has approved your request for MSHDA funds in the amount of $186,440. The purpose of this letter is to inform you of the documentation needed to initiate this grant, and how to manage it on the On-line Project Administration Link (OPAL).

Enclosed you will find the following documents necessary to initiate your grant:

- A Grant Agreement (two originals)
- An Authorized Signature Designation Form

Return both original signed Grant Agreements, one original Authorized Signature Designation and reply to the special conditions (if identified in the grant agreement) within 45 days to Sharon Cassidy at the Michigan State Housing Development Authority, PO Box 30044, Lansing, Michigan 48909. MSHDA will return one fully executed Grant Agreement for your files.

Executing the Grant Agreement

Your agency's highest elected official [County Chairperson or Mayor] must sign the grant agreements before a witness. Others are permitted to sign IF they have been specifically designated by your agency's governing body to act on their behalf. Evidence supporting this designation must be submitted with the signed grant documents. **NOTE: MSHDA will NOT allow consultants and/or third-party administrators to be designated to act on behalf of the governing body.**

Authorized Signature Designation Form

The Authorized Signature Designation Form formally identifies and designates the person or persons authorized to sign and/or submit grant related reports, forms, and documents on behalf of the governing board. Each signatory must sign in the appropriate spaces on the form next to his or her printed or typed name. **NOTE: MSHDA will NOT allow consultants and/or third-party administrators to be designated as authorized signatories.**

MANAGING YOUR GRANT USING OPAL

MSHDA's Community Development Division utilizes OPAL to manage our application and grant process on-line. MSHDA has identified you, the recipient of this letter, as your agency's Authorized Official. By now you should have received written notification of your user name and password for OPAL. If not, please contact your CD Specialist (identified later in this letter).

Logging onto OPAL

Using your Internet web-browser, use the following address to access OPAL: http://www.mshda-opal.org/login.asp. Upon entering your user name and password you will be taken to the OPAL "Start Menu". Please log-in to familiarize yourself with the system.

Under no circumstances should users share their passwords or log onto OPAL using another person's user name and password. DOING SO MAY JEOPARDIZE THE SECURITY OF THE SYSTEM AND THESE GRANT FUNDS. FAILURE TO COMPLY WITH THIS RULE MAY RESULT IN THE RECAPTURE OF GRANT FUNDS. If you need assistance you may contact your CD Specialist.

Utilizing the Resources

Grantee User Manual. It is recommended that anyone using OPAL consult the Grantee User Manual. The manual may be accessed through the "Start Menu" screen, lower right-hand corner, under the word "Downloads" click on "Manuals, Applications, etc." This link will contain the most up-to-date version of the manual. You may print the manual at any time; however, you should compare the version date of your printed manual to the version date on the website to be sure you are using current information.

Help on Every Page. There is a "Help" link in the navigation bar at the top of each screen. Clicking on "Help" will reveal page-specific information that has been written to provide guidance in using the system.

OPAL Help Desk. Should you experience technical difficulties with OPAL, contact the Help Desk at 1-800-820-1890 or via email at helpdesk@agatesoftware.com.

Your CD Specialist.

You should always feel free to contact your CD Specialist, James Espinoza, at 517-335-3078.

Assigning Staff to Administer This Grant

When this grant was awarded, MSHDA assigned a member of your agency as the Grant Administrator. Once the grant documents are returned, MSHDA will enter the Authorized Signers into OPAL. The Grant Administrator and Authorized Signers have the ability to give other agency members or other people outside of the agency, access to the grant. To be given access to a grant, that person must already exist on OPAL and be active within the system. Please refer to Section 7 of the Grantee User Manual – Grant Users Access to a Grant to complete this process.

Financial Status Report/Payment Requests (FSR/PR): Payment Requests will be submitted on-line through OPAL. Both the Grant Administrator and Authorized Signer(s) are permitted to create an FSR/PR, however, only an Authorized Signer is permitted to submit an FSR/PR.

Payment Requests must be submitted at least quarterly, but not more frequently than monthly. The request should cover expenses for the previous quarter or month and should be submitted by the 15th of the month following the report period.

Please do not incur any project costs, make financial commitments, or enter into any negotiations until all required environmental reviews are completed and approved, and grant funds are formally released.

Quarterly Progress Reports (QPR's)

Since the projects completed with this grant will be set-up and completed on OPAL, your agency is not required to submit QPR's; MSHDA will simply pull the information from the system on a quarterly basis.

Keep in mind that any deviations from the terms or conditions of the Grant Agreement, including budget allocations, must be requested and approved by the Community Development Division staff through OPAL. I congratulate you on receiving this award.

Sincerely,

Tonya Young, CDBG/NSP Compliance Specialist
Community Development Division

cc: James Espinoza, CD Specialist

Enclosures

CDBG Grant #: MSC-2015-0730-HOA

Effective Date: 1/1/2016

Source of Funds: **CDBG Federal – CFDA #14.228**

CDBG GRANT AGREEMENT

BETWEEN

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AND

CHEBOYGAN COUNTY

CDBG Grant #: MSC-2015-0730-HOA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

GRANT AGREEMENT BETWEEN

THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AND
CHEBOYGAN COUNTY

I. GRANT OFFER

The Michigan State Housing Development Authority (the "Authority"), acting pursuant to Community Development Act Of 1974, as amended (the "Act"), hereby offers to Cheboygan County (hereinafter the "Grantee"), grant assistance subject to the availability of federal Community Development Block Grant (CDBG) funds, terms, conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is $186,440.

The term of work performance by the Grantee under this grant agreement is 1/1/2016 to 12/31/2017. The Authority will provide CDBG funds for the Grantee's eligible expenses in accordance with the attached Conditions.

Dated this _____ day of _____, _____.

_____
Kevin Elsenheimer, Executive Director
Michigan State Housing Development Authority

The foregoing Grant Offer is hereby accepted and it is agreed that the funds provided will be used only as set forth in the Grant Agreement.

Dated this _____ day of _____, _____.

WITNESSED BY: CHEBOYGAN COUNTY

_____
Witness Signature

_____
Authorized Official Signature

_____
Type Name and Title of Authorized Official

II. GRANT TERMS

The Authority and the Grantee agree as follows:

1. The Grantee shall implement or continue the activities within the projected budget and time frame (the "Grant Term") and in accordance with any special terms and conditions for funding more specifically described and stated in "Exhibit A", which is attached and incorporated herein by reference.

2. The Grantee shall:

   a. Expend all CDBG program funds in accordance with the requirements of 24 CFR 570 pertaining to eligible project costs for the CDBG program.

   b. Comply with all the requirements now or hereafter in effect for Title II of the Community Development Act of 1974, the CDBG program, and the regulations appearing at Section 24, Part 570 of the Code of Federal Regulations (24 CFR 570 et seq.), including, but not limited to, the assurances and certifications contained in Section 30 of this Agreement.

   c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of CDBG Funds, as administered by the U.S. Department of Housing and Urban Development and the Authority.

   d. Utilize grant funds for the approved activities (excluding administration) at the following minimum expenditure rate, by the end of the:
      3rd quarter of the Grant Term, 15% expended; and
      4th quarter of the Grant Term, 30% expended; and
      6th quarter of the Grant Term, 75% expended; and
      8th quarter of the Grant Term, all grant funded activities substantially complete.

      The Authority expects all activities to be substantially complete with the first 24 months of the Grant Term. Funds not committed and/or expended in accordance with this schedule may be recaptured by the Authority.

      Funds not expended in accordance with this schedule be recaptured by the Grant Administrator.

      To account for occasional, unavoidable delays in some activities, the final two quarters of the Grant Term are for final reporting on grant progress and activities.

3. **Effective Date**. The effective date of this Agreement is 1/1/2016. Unless otherwise extended, suspended, or terminated by the Authority, this Agreement shall remain in effect until such time as the Grantee has: 1) expended or returned to the Authority the funds authorized hereunder; 2) met all terms and conditions for the receipt of funds pursuant to this Agreement.

4. **Disbursement of Funds**. The Grantee agrees that disbursement(s) under this Agreement shall be made in accordance with Authority established schedules and procedures. The Grantee further agrees that in the event no funds are disbursed within six (6) months of the effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Authority. Further, in no event will a disbursement or further disbursements be made after a notice by the Authority of a violation of this Agreement, which violation has not been corrected to the satisfaction of the Authority.

5. **Advancement of Funds**. If an advance of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose or another purpose permitted under this Agreement and approved by the Authority, or if the Grantee decides not to use the money, upon such disbursal or upon such decision, the Grantee shall immediately return to the Authority the funds advanced.

6. **Availability of Funds**. The State of Michigan CDBG Housing Program awards funds based upon year-to-date federal appropriations from HUD. Further, all Authority CDBG funding is subject to the availability of funds since the Housing Program is dependent upon federal appropriations and/or rescissions. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.

7. **Increase of Funds**. The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure the funds as administered by HUD or the Authority.

8. **Monitoring**. The Grantee agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Authority may request.

9. **Records Retention Period**. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Authority.

10. **Reporting Schedule**. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as the Authority may require.

TYPE OF REPORT	DUE DATE
A. Accounting Certification	Prior to disbursement of funds.
B. Financial Status Reports (FSR) commonly referred to as "payment requests".	The 15th of the month following the report period. Payment requests should be submitted at least quarterly but not more than monthly.
C. Interim and Final OMB A-133 Audit reports prepared by a certified public accountant.	Nine months after the Grantee's fiscal year end in which the funds governed by this Agreement have been expended. Please refer to the Community Development Division's Supplemental Audit Guide for additional audit instructions.

11. All reports, correspondence, and documents required under this Agreement shall be submitted to:

Program Manager/Address:	Carolyn Cunningham, Field Services Manager Michigan State Housing Development Authority Community Development Division 735 East Michigan Avenue, PO Box 30044 Lansing, Michigan 48909
Grantee/Address:	Peter Redmond, Chairperson Cheboygan County 870 S. Main Street P.O. Box 70 Cheboygan, MI 49721-0000

12. **Procurement**. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that provides for maximum open and free competition.

13. **Reasonable Costs**. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

14. **Cost Overruns**. All cost overruns shall be the responsibility of the Grantee.

15. **General Compliance**. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, site plans, design plans and specifications, shall be subject to review and approval by Authority staff to ensure compliance with Authority, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Authority.

16. **Records Review**. The Grantee hereby agrees that all aspects of the activities described in Exhibit A and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Authority or its authorized representatives for review by the Authority to ensure conformity with the terms of this Agreement.

17. **Contractors and Subcontractors**. The Grantee, all contractors and subcontractors shall ensure that any construction, rehabilitation, or conversion implemented pursuant to the terms and conditions of this Agreement will be sufficient to effect decent, safe and sanitary conditions and meet all applicable local building codes.

18. The Grantee, all contractors and subcontractors shall ensure that all precautions are exercised at all times for the protection of persons and property, and shall observe the safety provisions of all applicable laws and building and construction codes.

19. The Grantee, all contractors and subcontractors 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.

20. The Grantee, all contractors and subcontractors shall maintain during the term of this Agreement public liability, property damage, and worker's compensation insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under this Agreement.

21. **Discrimination**. The Grantee agrees that all activities assisted pursuant to the terms and

conditions of this Agreement shall be open to all regardless of age, height, weight, marital status, familial status (except certain limitations for housing the elderly may be permitted by the Authority), sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law and MSHDA policy and to the extent allowed therein.

22. **Conflict of Interest**. If any member of the Grantee's Board of Directors or staff has an identity of interest with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being advanced under this Agreement in the form of 10% or more voting stock in such business, or interest as a director or officer of such business, or financial interest directly or indirectly in an amount of 10% or more, or in the form of common immediate family membership, the Grantee shall make written disclosure of the nature and extent of the relationship to the Authority prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Authority.

23. **Liability**. The Authority, the State of Michigan, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor, or for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

24. **Hold Harmless**.

    a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the Authority, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

    b. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Authority in the performance of this agreement shall be the responsibility of the Authority, and not the responsibility of the Grantee, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Authority, any subcontractor, anyone directly or indirectly employed by the Authority, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Authority or its employees by statute or court decisions.

    c. In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Grantee and the Authority in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Grantee and the Authority in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies (or the Authority) or their employees, respectively by statute or court decisions.

25. **Violations of Grant Agreement**. The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Authority shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority.

26. **Suspension of Grant**. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding to MSHDA for the CDBG program, or a decision to terminate in accordance with this Agreement. The Authority shall reimburse the Grantee for all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

27. **Termination for Cause**. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, if the Authority determines that the Grantee has failed to comply with the conditions of this Agreement or in the event that funds are no longer available to the Authority. The Authority shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority shall be in accordance with the legal rights and liabilities of the parties.

28. **Termination for Convenience**. The Authority or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Authority shall pay from available Grant funds; the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

29. **Remedies**. The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

30. **Specific Compliance Requirements**. The Grantee hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the CDBG program as implemented pursuant to regulations contained in 24 CFR Part 570 and as administered by the Authority on behalf of the State of Michigan. Such assurances and certifications include, but are not limited to, the following:

    a. The execution of this Agreement is authorized under State and local statutes, and the Grantee possesses the legal authority to implement the CDBG program described herein and in accordance with regulations contained in 24 CFR Part 570 et. seq.

    b. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.426, and HUD CPD Notice 04-11 to assure that any repayment, interest, and other program income shall be returned to the Authority. However, County CDBG Allocation Grantees may be eligible to retain CDBG program income if they meet HUD requirements and MSHDA Community Development Division (CD) requirements as outlined in CD Policy Bulletin #4 – "HOME, CDBG, & MSHDA

Program Income and Its Appropriate Use."

c. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.904 pertaining to equal opportunity and fair housing.

d. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.606 pertaining to displacement, relocation, acquisition, and replacement housing.

e. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.608 and 24 CFR Part 35 pertaining to the testing for and abatement of lead-based paint in HUD-associated housing.

f. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.611 pertaining to conflict of interest.

g. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.605 pertaining to flood insurance.

h. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.489(c) to assure that no funds available under this agreement are requested until funds are needed for payment of eligible costs. Further, the amount requested must be limited to the amount needed.

i. The Grantee shall comply with all other requirements of the CDBG program which may be now or hereafter applicable to a CDBG Grantee as determined by the Authority pursuant to the requirements of 24 CFR 570 et. seq.

j. The Grantee acknowledges and agrees that the housing quality standards for units assisted with CDBG program funds must, at a minimum, meet the housing quality standards contained in 24 CFR 570.251 for the duration of this Agreement.

31. **Severability**. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

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Community Development Block Grant Agreement

Exhibit A

Grant Term: 1/1/2016 to 12/31/2017

Budget:

Component/Activity	Funds Awarded	Leverage Funds	Total
Administrative Costs: Administrative Costs	$28,440	$0	$28,440
Homeowner Assistance: Emergency Repair	$21,500	$0	$21,500
Homeowner Assistance: Rehabilitation	$136,500	$9,000	$145,500
TOTALS	$186,440	$9,000	$195,440

Program Description:

Cheboygan County will use grant funds for Homeowner Rehabilitation. This project will include Administrative costs. Cheboygan County will provide six (6) HO Rehab units in the targeted areas of the City of Cheboygan, Village of Wolverine, Forest Township and Tuscarora Township and two (2) Emergency Repairs.

Special Conditions:

There are no additional Special Conditions.

Pre-Disbursement Conditions:

There are no additional Pre-Disbursement Conditions.