



500 West Big Beaver  
Troy, MI 48084  
troymi.gov



## CITY COUNCIL AGENDA ITEM

Date: April 10, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kyle Veith, Financial Compliance Manager  
Kurt Bovensiep, Public Works Director  
Dennis E. Trantham, Facilities and Grounds Operations Manager  
Brian Goul, Recreation Director

Subject: Oakland County Senior Centers Matching Grant Program

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### **History**

The coronavirus pandemic has had detrimental impacts on the social and emotional well-being of seniors in Oakland County. The virus's impact on older adults went beyond a higher risk for serious infection. It also included limited access to care for all health conditions, as well as considerable social and economic hardships.

On September 1, 2022, the Oakland County Board of Commissioners passed Resolution #22-280 Appropriating American Rescue Plan Act funding to support the Oakland Together Senior Initiatives. These initiatives include funding for the Senior Center Matching Grant program.

This grant provides financial assistance on a matching basis to local governments and nonprofit senior organizations in Oakland County for senior centers enhancements such as capital, technology, infrastructure, equipment improvements and/or professional development.

### **Project Information**

The projects submitted for consideration and subsequently approved by the Committee are updates to the Troy Community Center's Room 402 (senior dining room) and outdoor bocce ball and shuffleboard courts. The full scope is included as Exhibit "A" of the Interlocal Agreement.

### **Financial**

The Senior Centers Matching Grant Program amount for Troy is \$250,000. Troy's share of the work will be funded out of the Recreation Supervisor of Adult & Senior Programming's salary. The Board of Commissioners of the County of Oakland share is \$250,000.

Funds are included in the FY 2024 Community Center Building and Improvements Capital Fund (Account No. 752.755.7975).

### **Recommendation**

City Management recommends that City Council approve the attached Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Senior Centers



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## **CITY COUNCIL AGENDA ITEM**

Matching Grant Program in the amount of \$250,000 at an estimated cost to the City of Troy of \$250,000 for the updates to the Troy Community Center's Room 402 (senior dining room) and outdoor bocce ball and shuffleboard courts. Funds are included in the FY 2024 Community Center Buildings and Improvements Capital Fund (Account No. 752.755.7975). Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute this agreement.

### **Legal Review:**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN  
OAKLAND COUNTY AND  
City of Troy**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and **the City of Troy** ("Public Body") 500 W Big Beaver Road, Troy, Michigan 48084. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners approved amended Miscellaneous Resolution #22-280 and assigned \$5,000,000 in ARPA LFRF funds to support Oakland Together Senior Initiatives, a grant program to provide Oakland County local governments and nonprofit senior organizations with financial assistance for senior center enhancements, such as capital, technology, infrastructure, equipment improvements, and/or professional development.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
  - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - e. **Public Body** means the City of Troy including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
  - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and conditions of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$250,000 in grant funds to Public Body for the project scope attached and incorporated into this Agreement as **Exhibit A**.
  - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): QYPCKM4J5K81
  - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - e. FEDERAL AWARD DATE: May 28, 2021
  - f. SUBAWARD PERIOD OF PERFORMANCE START AND END: The start date is the date this Agreement is executed, and the end date is December 31, 2026.
  - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
  - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
  - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Ashley McBride-Braswell, unless another person is designated in writing by the County.
  - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.
3. **PUBLIC BODY'S RESPONSIBILITIES.**
- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B**, which is attached hereto and incorporated as part of this Agreement.

- b. Public Body shall invoice the County for the grant amount listed in 2.a. after this Agreement is executed.
- c. Public Body shall submit to Oakland County quarterly reporting on the grant funds, including:
  - 1. Project progress reports, including completion of deliverables included in project scope;
  - 2. Accounting of incurred expenses and grant funds expended; and
  - 3. Any other relevant information or records, to be determined by County.
- d. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final project completion, whichever date is sooner, on the grant funds, including:
  - 1. Project completion report;
  - 2. Full accounting of its expenditure of grant funds;
  - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
  - 4. Any other relevant information or records, to be determined by County.
- e. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- f. Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.
- b. County shall pay the invoice provided by the Public Body within 30 days of receiving it from the Public Body.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
  - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
  - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County’s LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body’s use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
  7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
  8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
  9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and

management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- d. Public Body must register at [sam.gov](http://sam.gov).
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

#### 11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

#### 12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and



secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has received.
- c. If either Party terminates or cancels this Agreement, they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chair of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328.
  - b. If Notice is sent to Public Body, it shall be addressed to: Troy City Clerk, 500 W. Big Beaver Road, Troy, Michigan 48084. A copy can also go to the Recreation Director, 3179 Livernois Road, Troy, Michigan 48083.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS**. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT**.
  - a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
  - b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Ethan Baker, Mayor, hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Ethan Baker, Mayor, City of Troy

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
M. Aileen Dickson, City Clerk

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David Woodward, Chair, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
David Woodward, Chair  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

DATE: \_\_\_\_\_

## EXHIBIT A

### **Describe how the Senior Centers Grant Program funding will address the impacts of the Covid-19 pandemic and benefit Oakland County Seniors in your community?**

The Troy Community Center is home to the City of Troy's recreation department and is where all of the senior programs, classes, events, Meals on Wheels lunches, Focus Hope Food Distribution, 50+ Computer Lab technology classes, Medicare Counseling, Tax Aide appointments, Hospital Equipment Loan Closet borrowing, etc. take place. The Troy Community Center was closed to the public from March 13, 2020 through September 10, 2020 during the Covid-19 pandemic. Virtual programming, such as a 50+ Social Hours and Baking Club were introduced in lieu of in-person activities. Scanned images and notes of encouragement were collected to share with seniors in the Troy community in an initiative titled "Send Letters of Love to Troy Seniors!" Well-Being Calls were also available for those feeling isolated by the pandemic – seniors and people with disabilities signed up for volunteers and staff to make calls to them to check in during uncertain times. Seniors were especially vulnerable during the Covid-19 pandemic lockdown and missed out on a variety of socialization, recreational, and learning opportunities that the Community Center had previously provided for them.

Notably, two department employees who were responsible for implementing and overseeing senior programming retired during the pandemic. After the building reopened, programs were limited due to staffing challenges. In June 2021, two new employees were hired to reinstate senior programming at the Troy Community Center, including but not limited to: 50+ Groups & Clubs, ballroom dance lessons, arts and crafts classes, pickleball lessons, special events, and more. Congregate Hot Lunch, provided by Meals and Wheels and primarily utilized by seniors, was brought back in April 2022. This service is offered in Room 402 of the Troy Community Center, also referred to as the Senior Dining Room.

We will use this grant, in two different ways, to further develop the recreational opportunities that are available for seniors in the community: We will update Room 402 of the Troy Community Center, also referred to as the Senior Dining Room. This room is 2,641 square feet, not including a smaller attached room used for senior card-playing groups on a weekly basis. We plan to turn this room into a Multi-purpose Community Room for seniors on weekdays from 8 am – 4 pm. The Community Center is primarily full of adults and seniors ages 50+ during these hours, and we would like to give them a dedicated space.

To do this, we will use the funds to put up signage declaring that this room is for seniors, update the flooring, walls, blinds, add various types of seating options (couches, tables, chairs), a coffee nook, and a TV to make this space welcoming. This room will serve as a space for seniors to socialize which is a vital component of life, especially after the pandemic shut so many seniors in their homes and away from friends and family. This will also be a space that the Recreation Supervisor for Adults and Seniors will program in: blood pressure screenings, chair yoga classes, recreationally-based lectures, concert performances, movie showings, etc. that will help seniors stay active, engaged in their community, and healthy.

Secondly, we will also use this grant funding to help seniors stay physically active by updating the Troy Community Center's outdoor bocce ball pits and shuffleboard courts. These are located outside the Community Center, on the northwest corner, off the building's north parking lot which is reserved for senior citizens. There are currently two shuffleboard courts, two bocce ball pits, benches, and shelters that have been neglected for years. We will use this grant funding to recondition the bocce ball pits and shuffleboard courts, and to purchase equipment that will be available for people to rent and use for free. The Recreation Supervisor will recruit a volunteer group leader to add a 50+ Group that will meet weekly to play both shuffleboard and bocce ball during

the spring, summer, and fall months. These two groups will take registration and payment through our recreation software like all the current and ongoing groups and clubs do.

**Please identify the Long-Term benefits of this program for the community.**

These updates to the facility and goal of bringing seniors together to socialize and stay active will have very positive, lasting impacts on the community. The Multi-purpose Community Room for seniors will bring seniors together, as well as provide educational and recreational opportunities for years to come: blood pressure screenings, lecture series, card games, chair yoga, and more. After a pandemic, it is important now more than ever for seniors to remain active and healthy. These opportunities will help them to do just that. Similarly, the outdoor bocce ball and shuffleboard groups in open, green space will facilitate both socialization and physical health for many years.

**Please indicate the planned use of the matching funds.**

The matching funds will go toward the salary of the Recreation Supervisor for Adults and Seniors. This is a full-time position within The City of Troy’s recreation department that is responsible for, but not limited to: AARP Taxes/Medicare, Adult Enrichment classes (dance, arts & crafts, etc.), Focus Hope Food Distribution, 50+ Groups and Clubs, Hospital Equipment Loan Closet rentals, Congregate Hot Lunch, 50+ Travel, 50+ Golf, and all Senior Special Events.

**Implementation Plan**

If awarded this grant funding, contractors will be scheduled to come out and give definitive quotes. Next, The City of Troy’s budget will include these project plans in fiscal year 2024 (July 1, 2023 – June 30, 2024).

Dependent upon materials available and the speed of needed materials arriving, it is currently estimated that the indoor work can begin in fall 2023 with an estimated completion date of summer 2024 whereas the outdoor work will begin in spring 2024 and be completed by fall/winter 2024/2025.

Please see attached charts for estimated project costs and timeframes for completing.

Grant funds will be combined with matching funds to complete the project. They will be expended at the same time.

The City of Troy will utilize the Recreation Supervisor for Adults and Seniors salary to cover the matching portion of this grant. From January 1, 2020 up until now, December 2022, over \$200,000 has been paid in hourly rates, excluding taxes. This position oversees senior programming and services. The remaining \$50,000 needed for the match will be met with payroll budget, as well. Overall, the matching funds will be expended via payroll, to continue investing in senior services.

**Indoor:**

Action Item	Est. Cost	Est. Start Date	Est. Completion Date
Add Seating/Furniture Options	\$50,000		
Update Walls/Ceiling	\$50,000		
Update Flooring	\$50,000		

Update Blinds	\$25,000		
Add TVs & Speakers	\$7,000		
Add Signage	\$7,000		
Add Coffee Station	\$1,000		
<b>Total</b>	<b>\$190,000</b>	<b>Fall 2023</b>	<b>Summer 2024</b>

**Outdoor:**

<b>Action Item</b>	<b>Est. Cost</b>	<b>Est. Start Date</b>	<b>Est. Completion Date</b>
Recondition Bocce Ball Pits	\$25,000		
Recondition Shuffleboard Courts	\$25,000		
Purchase Equipment	\$10,000		
<b>Total</b>	<b>\$60,000</b>	<b>Spring 2024</b>	<b>Fall/Winter 2024/2025</b>

## **EXHIBIT B**

Grant Award	Local Match
\$250,000.00	\$250,000.00

Grant Award will equal the local match up to the amount listed above. Any amounts above the sum of the amounts listed above will go through local funds.