

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) FUNDING

REGIONAL TALENT INNOVATION GRANT PROGRAM

GRANT AGREEMENT

BETWEEN THE

MICHIGAN STRATEGIC FUND

AND

MACOMB COUNTY

COVER SHEET SUMMARY

For Michigan CDBG under Title I of
the Housing and Community Development Act of 1974, as amended.

CFDA #: 14.228 Community Development Block Grants / State's Program & Non-Entitlement Grants in
Hawaii

GRANT NO.: MSC 221017-CV

GRANTEE: Macomb County
1 South Main Street
Mount Clemens, Michigan 48043
Ms. Stephanie Burgess
Stephanie.burgess@macombgov.org
(586) 469-6451

Federal ID Number: Federal ID# 38-6004868

DUNS NUMBER: DUNS# #074250242

MSF ADMINISTRATION: Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913

MEDC Project Mgr.:
Julie Gardner
gardnerj12@michigan.org

(517) 256-5606

FFATA PROJECT DESC.: Macomb County
CV CARES Funding

TERM: December 2, 2021 – July 31, 2023

GRANT FUNDING YEAR: 2019

FEDERAL AWARD: B-20-DW-26-0001
06/18/2020
Department of Housing & Urban Development
Assistant Secretary of Community Planning & Development
(202) 708-1112

THIS GRANT AGREEMENT (this "Agreement"), effective as of December 2, 2021 (the "Effective Date"), is between the Michigan Strategic Fund (the "MSF"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and Macomb County, a Michigan county, whose address and principal office is 1 South Main Street, Mount Clemens, Michigan 48043 (the "Grantee"). As used in this Agreement, the MSF and the Grantee are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. In the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, 15 USC 116 (the "CARES Act"), the US Congress appropriated funds to the US Department of Treasury to be allocated and disbursed to states, to among other things, assist small businesses to address the impacts of COVID-19, including allocating funding to the State Community Development Block Grant ("CDBG") program through the US Department of Housing and Urban Development ("HUD").

B. On March 23, 2021, the MSF Board approved the creation of the Regional Talent Innovation Grant Program (the "Program") to disburse CDBG funding from HUD under the CARES Act of an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) ("Program Funding") to eligible applicants to be selected to deliver and administer grants to support job training and workforce development activities benefiting low-to-moderate income individuals in response to job loss or lack of access to upskilling as result of the impacts of the COVID-19 pandemic.

C. On December 2, 2021, the MSF selected the Grantee to receive an award of up to Five Hundred Fifteen Thousand Dollars ("515,000") from the Program Funding ("Grant") to be disbursed under the terms of this Agreement.

D. Under the control and direction of the MSF Board, the Michigan Economic Development Corporation, a public body corporate (the "MEDC"), provides administrative services for the MSF.

In consideration of the recitals and promises in this Agreement, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Except as otherwise defined in this Agreement, and except for proper nouns, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement.

Section 1.2 Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

GRANT

Section 2.1 Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee set forth in this Agreement, the MSF agrees to make, and the Grantee agrees to accept, the Grant.

Section 2.2 Grant Manager. The Grant Manager shall administer this Agreement and monitor the performance of the Grantee and the disbursement of the Grant funds under this Agreement. The Grant Manager may be changed at the discretion of the MSF Fund Manager. The MSF Fund Manager shall give the Grantee notice of the designated Grant Manager, and any change. The initial Grant Manager is Julie Gardner, whose email address is: gardnerj12@michigan.org.

Section 2.3 Grant Disbursement. Subject to the terms and conditions of this Agreement, including that the absence of a Default or Event of Default, payment of the Grant by the MSF shall be made to the Grantee as follows:

- (a) **Administrative Amount.** The sum of Fifteen Thousand Dollars (\$15,000) (“Administrative Amount”) shall be paid to Grantee as soon as institutionally possible for the MSF, upon completion of the following:
 - (i) Grantee has completed registration to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website. Registration must be to a non-interest bearing account of the Grantee.
 - (ii) Grantee has completed registration with the Federal System for Award Management.
 - (iii) The Grantee assumes all the responsibilities for environmental review, decision making, and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58, and as such, as a condition to the disbursement of any of the Grant funds by the MSF to the Grantee:
 - 1) Grantee shall have completed, fully signed, and delivered to the Grant Manager, the Exempt Activities Determination Letter (the form of which shall be provided to the Grantee by the Grant Manager); and
 - 2) Grantee shall have received the written approval of the Exempt Activities Determination Letter from the Grant Manager, which shall operate as completion of the environmental review record (including the environmental assessment). The fully completed and approved Exempt Activities Determination Letter represents local completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, “Environmental Review Procedures for Title I Community Development Block Grant Program,” issued by HUD.
- (b) **Remaining Grant amount.** Up to the remaining sum of Five Hundred Thousand (\$500,000) (“Remaining Grant Amount”) shall be paid to the Grantee, into the non-interest bearing account registered in SIGMA as required by Section 2.3(a)(i), as soon as institutionally possible upon Grantee’s completion of the Scope of Work as more particularly described on Exhibit C (“Scope

of Work”) for each applicable quarter, including submission of all required documentation and invoices in support thereof, all to the satisfaction of the Grant Manager. Provided however, in no event shall the aggregate payments made by the MSF exceed the Remaining Grant Amount.

Section 2.4 Grantee Duties. In addition to all other obligations under this Agreement, the Grantee agrees to undertake, perform, and complete all the following activities:

(a) **Scope of Work.** The Grantee shall complete the Scope of Work, including submission of all required documentation (see Exhibit C) all to the satisfaction of the Grant Manager.

(b) **Sub-Grant.** Grantee shall require Macomb Community College to enter into a written grant agreement with the Grantee to effectuate redistribution of all Grant funds received by Grantee (less the Administrative Amount) for Eligible Expenses (“Sub-Grant”). For the avoidance of doubt, the only Sub-Grant allowable under this Agreement shall be with Macomb Community College (“Subgrantee”).

(c) **Sub-Grant Criteria.** The Sub-Grant must be executed by the Grantee with and to the benefit of the Subgrantee; and include at least the following:

(i) Identification of the Subgrantee;

(ii) Provisions requiring the self-certifications required of the Subgrantee (“Self-Certifications”) as set forth in Exhibit A;

(iii) The amount of the Sub-Grant must be up to Five Hundred Thousand Dollars (\$500,000) for Training activities and the Sub-Grant duties shall be derived from Exhibit C;

(iv) Provisions requiring an affirmation by the Subgrantee, that the Sub-Grant funds may only be used by Subgrantee for Eligible Expenses;

(v) Provisions requiring the Subgrantee to provide the information necessary for the Grantee to submit the required information to the Grant Manager to meet the requirements of the Scope of Work, including in order to timely request disbursements of the Remaining Grant Amount and otherwise, in the time and manner as more particularly described in Exhibit C; such provisions shall include requiring the Subgrantee to provide the fully completed information in the National Objective Qualification and Demographic Information Form, attached as Exhibit D.1 which is necessary to support the HUD eligibility criteria under the Program;

(vi) Provisions requiring the recipient Subgrantee to:

(A) Provide any such other and/or additional information to, and upon the request of, any one or combination of, the Permitted Representatives as may be required by the MSF, the MEDC, HUD, or the CARES Act, and any ancillary rules, regulations, audits, or other ancillary reviews thereof; and

(B) Retain and produce, and provide access to, any one or more of, the Permitted Representatives, upon request thereof, any records arising out of or related to the Sub-Grant, including without limitation, records arising out of or related to, and supporting the Subgrantee’s use of the Sub-Grant funds for Eligible Expenses, and the LMI Verification information relied upon.

(d) **Sub-Grant Distributions.** Grantee shall administer the Sub-Grant in accordance with this Agreement to ensure efficient and responsible distribution of Sub-Grant funding to Subgrantee. Upon receipt of Grant funds (except the Administrative Amount), Grantee shall endeavor to distribute the Sub-Grant funds as soon as institutionally possible for the Grantee and in any event all Sub-Grant funds shall be distributed to Subgrantee no later than thirty (30) calendar days of receipt by the Grantee.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the MSF:

Section 3.1 Organization. The Grantee is duly organized and has the power and authority to enter into and perform its obligations under this Agreement.

Section 3.2 Grantee Authority. The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of the Grantee's organizational and governing documents; or any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. No consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. None of this Agreement, or any written statements or certificates furnished by the Grantee to the MEDC or the MSF in connection with the making of the Grant and Agreement contain, or shall contain, any untrue statement of material fact, or to the best of the Grantee's knowledge, omit or shall omit any material fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee's knowledge, are reasonably likely to materially adversely affect the properties, business, or condition (financial or otherwise) of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

Section 3.5 Compliance with Laws.

(a) To its knowledge, the Grantee is not and will not during the Term, be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise).

(b) In addition to the requirements of Section 3.5(a), the Grantee shall at all times comply with all Internal Revenue Service, CARES Act, HUD and any other federal, state or local law, rule or regulation as they relate to the Grant funds, including without limitation, that Sub-Grant funds may be considered taxable income to the Subgrantee, and as such, the Grantee may be required to issue an Internal Revenue Service Form 1099-G as may be required under the law to the Subgrantee. Notwithstanding

anything to the contrary, the Grantee shall coordinate and consult with its own tax and legal advisors as to its responsibilities under this Agreement or otherwise. This Section 3.5(b) shall survive indefinitely.

Section 3.6 Prohibited Use of Grant Disbursements. The Grantee shall not use any Grant funds for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Grantee, a qualified business, or small business to leave the State, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).

Section 3.7 Criminal or Civil Matters. The Grantee affirms that to the best of its knowledge that it or its Affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of Twenty percent (20%) or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

Section 3.8 Conflict of Interest. The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, the Grantee's Key Personnel or its Key Personnel's family, its business, or any financial interest and the performance by the Grantee under this Agreement. The Grantee affirms that it has, and during the Term will have, internal procedures in place to discover and internally manage any conflicts of interest between the Grantee's Key Personnel, its Key Personnel's family's, or business' financial interests and its activities under the Agreement. In the event of a change in its business or financial interests or the business and financial interests of Key Personnel or Key Personnel's family, or activities under this Grant, Grantee will inform the MSF regarding possible conflicts of interest that may arise as a result of such change that would conflict with the Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement. Grantee agrees that conflicts of interest shall be resolved to the MSF's satisfaction. As used in this paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

The Grantee further affirms that neither the Grantee nor their officers, directors, managers, and members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the MSF, MEDC, its Executive Committee and their respective directors, participants, officers, agents, and employees. Grantee also affirms that neither Grantee nor its Affiliates or their officers, directors, managers, and members or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliates, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

Section 3.9 State Required Terms. The Grantee shall comply with all of its representations, warranties, and obligations as required in this Agreement, including as set forth in Exhibit B.

Section 3.10 Discharge of Obligations. Unless contested in good faith and discharged by appropriate proceedings, the Grantee shall promptly pay and discharge all taxes, assessments, and governmental charges lawfully levied or imposed upon it (in each case before they become delinquent and before penalties accrue).

Section 3.11 Change of Legal Status. The Grantee shall (a) give the MSF written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF, which consent shall not be unreasonably withheld.

Section 3.12 Audit, Financial Management System, Records.

(a) Grantee shall comply with all the financial management and audit requirements in Chapter 8 of the GAM, 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. As a part thereof, if the Grantee receives in excess of Seven Hundred Fifty Thousand Dollars (\$750,000) of federal funding in 2021, inclusive of this Grant, the Grantee is subject to the Single Audit Act of 1984, as may be amended from time to time. The Grantee is responsible to procure or otherwise arrange for the audit and to promptly follow-up and take corrective action on any audit findings as required by the Single Audit Act of 1984, as may be amended from time to time. In addition to all other obligations hereunder, the Grantee shall provide a copy of this audit to the Grant Manager promptly upon its completion. Grantee should maintain documentation evidencing that the Grant funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. This Section 3.12(a) shall survive indefinitely.

(b) Grantee's overall financial management system must ensure effective control over, and accountability for, all Grant funds received. Grantee's accounting records must be supported by all applicable source documentation, such any records in Grantee's possession or control supporting any Sub-Grant, and records to support use of the Administrative Amount. This Section 3.12(b) shall survive the end of the Term for a period of seven (7) years.

(c) In addition to all other access to records, reporting, required submissions and inspection rights made part of this Agreement, upon the request from the Grant Manager, Grantee shall provide all records in the possession or control of the Grantee, related to this Agreement and the Grant, including, without limitation, all records to support the use of the Administrative Amount, any Sub-Grant, and any documentation and/or reporting in support thereof. This Section 3.12(c) shall survive the end of the Term for a period of seven (7) years.

Section 3.13 Unused Funds.

(a) Any Grant funds in the possession or control of the Grantee (other than Administrative Amount) that are not actually distributed by the Grantee to the Subgrantee under the Sub-Grant by June 30, 2023, shall be returned by the Grantee to the MSF immediately after June 30, 2023 (unless a later date not to exceed the end of the Term is authorized in writing by the Grant Manager).

(b) Any of the Administrative Amount that is in the possession or control of Grantee that has not been used as permitted hereunder by the Grantee by June 30, 2023 (unless a later date not to exceed the end of the Term is authorized in writing by the Grant Manager), shall be returned to the MSF no later than the end of the Term.

Section 3.14 Recovery by the Grantee. In the event the Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any Sub-Grant funds from or on behalf of the Subgrantee, the amount received less reasonable costs of collection, if any, shall be repaid to the MSF within thirty (30) calendar days of receipt by the Grantee.

Section 3.15 Use of Grant Funds. Grantee shall use all of the Grant funds only as permitted under this Agreement.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MSF

The MSF represents and warrants to the Grantee:

Section 4.1 Organization. The MSF is a public body corporate and politic within the Department of Labor and Economic Opportunity of the State of Michigan created under the Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Grantee or as otherwise provided by law no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1 Events of Default. The occurrence of any one or more of the following events or conditions is an "Event of Default", unless a written waiver is provided by the MSF:

- (a) any representation made by the Grantee in support of this Agreement is materially incorrect at the time that such representation was made, including without limitation, in any report or submission provided hereunder, or the representations and covenants set forth in Article III;
- (b) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, failure to comply with any of the terms, covenants and conditions under Article III, or failure to submit any required report hereunder when due; and such failure continues for a period of thirty (30) calendar days, or such longer period of time as may be designated in writing by the MSF Fund Manager;
- (c) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement with, or requirement of the MEDC, the MSF or any other department or agency within the State; and such occurrence continues for a period of thirty (30) calendar days, or such longer period of time as may be designated in writing by the MSF Fund Manager;
- (d) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within Sixty (60) calendar days from the date of institution thereof.

Section 5.2 Available Remedies. Upon the occurrence, and during the continuance, of a Default or Event of Default under this Agreement:

(a) The MSF may immediately and without prior notice discontinue making any Grant disbursement to the Grantee;

(b) Upon written notice to the Grantee by the MSF Fund Manager, the Grantee shall (i) immediately cease entering into any Sub-Grants, (ii) immediately cease making any further disbursements under any Sub-Grant; and (iii) repay to the MSF the amount of the Grant funds not yet expended by the Grantee under any existing Sub-Grant, plus so much of the Administrative Amount that has not actually been expended by the Grantee;

(c) The MSF may immediately terminate this Agreement;

(d) In the case of a Default or Event of Default under Section 5.1(a) (material misrepresentation) or Section 5.1(b) (material failure to comply) which is:

(i) based on Section 3.6 (prohibited use of Grant funds for casino, etc.), or Section 3.15 (use of Grant funds as permitted under the Agreement) the Grantee shall pay the MSF a sum equal to the full amount of the Grant funds so improperly used;

(ii) based on Section 3.9 arising out of the indemnification provisions set forth in Section B.6 of Exhibit B, the Grantee shall perform and pay all sums as required by Section B.6 of Exhibit B;

(iii) based on Section 3.13 (unused Grant funds), the Grantee shall pay the MSF all applicable sums required by Section 3.13;

(iv) based on Section 3.14 (recovery by Grantee), the Grantee shall pay the MSF all sums required by Section 3.14.

(e) No remedy described in this Agreement is intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in successfully collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notice. Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (i) one business day after an e-mail, fax, or courier delivery or (ii) two business days after a mailing date.

Section 6.2 Entire Agreement. This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements,

understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 6.3 Counterparts: Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 6.4 Severability. All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 6.5 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.6 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

Section 6.7 Relationship between Parties. The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm, or entity for any purpose.

Section 6.8. Successors and Assigns. The MSF may at any time assign its rights in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MSF. Upon request of the MSF, the Grantee shall assign to the MSF all its rights under any Sub-Grants. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 6.9 Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 6.10 Termination of Agreement. Except as to terms of this Article VI and Exhibit A, which shall survive indefinitely and the provisions of Sections 3.11, 3.13, 3.14, 3.15 and 5.2, which shall survive until all amounts due are paid in full, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term.

Section 6.11 Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MSF Fund Manager. Provided however, in the event that federal laws, statutes, rules or regulations related to HUD or CDBG funding require a change to this Agreement, this Agreement shall be immediately interpreted, modified, applied, and enforced consistent with those changes as though they were written in this Agreement. The MSF will incorporate the aforementioned changes into this Agreement in writing, and the Grantee shall fully execute such amendment as soon as possible thereafter without unreasonable delay. Provided further, and notwithstanding anything to the contrary, the failure of the Grantee to fully execute such amendment shall not be deemed to change the immediate interpretation, modification, application, and enforcement of such changes as though they were written in this Agreement.

Section 6.12 Publicity. At the request and expense of the MSF or the MEDC, the Grantee will cooperate with the MSF or the MEDC to promote the Program through one or more of the placement of a sign, plaque, media coverage or other public presentation acceptable to the Parties.

Section 6.13. Cooperation by the Parties. The Parties will cooperate and communicate with one another and use all reasonable efforts to cause the fulfillment of the intents and purposes of the Program and this Agreement.

(SIGNATURE PAGE FOLLOWS)

The Parties have executed this Agreement effective on the Effective Date.

The signatories below warrant they are empowered to enter into this Agreement.

MACOMB COUNTY

By: John Paul Rea
Its: Deputy County Executive

MICHIGAN STRATEGIC FUND

By: Valerie Hoag
Its: Fund Manager

EXHIBIT A

DEFINED TERMS

1. “**Act**” means the Michigan Strategic Fund Act, MCL 125.2001 et seq., which authorized the creation of other programs or activities, including the Program.
2. “**Administrative Amount**” has the meaning set forth in Section 2.3(a). The Administrative Amount may only be used by the Grantee for the purpose of administering this Agreement and/or the redistribution of the applicable Grant funds to Subgrantee as required by this Agreement.
3. “**Affidavit with Respect to Taxable Income Form**” means the form attached as Exhibit D.3.
4. “**Affiliate**” means, as applied to any person, any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”), as applied to any person, means the possession, directly or indirectly, of the power (i) to vote at least 50% of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction or such lesser percentage provided the operational control is held by such other person or entity) having the power for the election of directors or other management of such person or (ii) to direct or cause the direction of the management and policies of that person, whether through equity ownership, or by contract or otherwise.
5. “**Agreement**” means this Agreement, including the Exhibits to this Agreement.
6. “**Auditor General**” means the auditor general of the State.
7. “**CARES Act**” has the meaning set forth in Recital A.
8. “**CDBG**” has the meaning set forth in Recital A.
9. “**CDBG Public Service Beneficiary Form**” means the form attached as Exhibit D.4.
10. “**Confidential Information**” has the meaning set forth in Section B.2 of Exhibit B.
11. “**Credentials**” has the meaning set forth on Exhibit C.
12. “**Default**” means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.
13. “**Effective Date**” has the meaning set forth in the preamble.
14. “**Eligible Expenses**” mean the Subgrantee’s expenses that may not be used at any time for any of the purposes described in Section 3.6 and must be used only for the purpose of Training activities, including without limitation, instructional expenses, educational materials and/or equipment. Provided however, for the avoidance of doubt, under the guidance provided by the US Department of Treasury, the following expenses are not deemed to be Eligible Expenses, including without limitation, damages covered by insurance, reimbursement to donors for donated items or services, workforce bonuses (other than hazard pay or overtime), severance pay or legal settlements.

15. **“Event of Default”** means any one or more of those events described in Section 5.1.
16. **“Exempt Activities Determination Letter”** has the meaning set forth in Section 2.3(a)(iii)2).
17. **“Exhibit”** means each of the documents or instruments attached to this Agreement.
18. **“Grant”** has the meaning set forth in Recital C.
19. **“Grantee”** has the meaning set forth in the preamble.
20. **“Grant Manager”** means that individual person designated by the MSF Fund Manager from time to time to provide administrative services for the MSF under this Agreement.
21. **“HUD”** has the meaning set forth in Recital A.
22. **“Indemnified Persons”** has the meaning set forth in Section B.6 of Exhibit B.
23. **“Key Personnel”** means the Grantee or its Affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of 20% or more.
24. **“LMI”** means the low to moderate income level of an individual as required by the national objective of HUD. To be classified as LMI under the Program, an applicable individual’s estimated annual income must be no greater than 80% of the area median income for the county where the Subgrantee is physically located (using the 2021 CDBG LMI income limit table).
25. **“LMI Verification”** means as self-certified by the Grantee in its Summary of National Objective Qualification and Demographic Information Form (Exhibit E), the Grantee meets all of the national objective criteria required by the HUD as included in the Summary of National Objective Qualification and Demographic Information Form.
26. **“MEDC”** has the meaning set forth in Recital D.
27. **“MSF”** has the meaning set forth in the preamble.
28. **“MSF Fund Manager”** means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.
29. **“National Objective Qualification and Demographic Information Form”** means the form attached as Exhibit D.1.
30. **“Party”** or **“Parties”** has the meaning set forth in the preamble.
31. **“Permitted Representative(s)”** has the meaning set forth in Section B.3 of Exhibit B.
32. **“Program”** has the meaning set forth in Recital B.
33. **“Program Funding”** has the meaning set forth in Recital B.
34. **“Remaining Grant Amount”** has the meaning set forth in Section 2.3(b).

35. **“Scope of Work”** has the meaning set forth in Section 2.3(b).
36. **“Self-Certifications”** means the Subgrantee meets all of the following eligibility requirements:
- i. Self-certifies within its Sub-Grant that it has identified a need for a Sub-Grant to support Eligible Expenses related to a Training activity (see Exhibit C);
 - ii. Is not on the “do not fund list” per HUD; in order to so verify, the Grantee shall search the business name through the following site: Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions https://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp to ensure the business does not appear. The Grantee must submit a screen shot of this search to the Grant Manager; and
 - iii. Is able to utilize Federal funds; in order to so verify, the Grantee shall search the business name through the following site: System Award Management (SAM) Certification <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> to identify if the business is registered, or not registered. In the event the business is registered in SAM, the Grantee shall ensure the business is listed as in good standing thereunder. The Grantee must submit a screen shot of this search to the Grant Manager. However, if the business is not so registered, that shall not cause the business to be ineligible.
37. **“State”** means the State of Michigan.
38. **“Sub-Grant”** has the meaning set forth in Section 2.4(b).
39. **“Subgrantee”** means Macomb Community College.
40. **“Summary of National Objective Qualification and Demographic Information Form”** means for the form attached as Exhibit E.
41. **“Technical Job Training Grant Application”** means the form attached as Exhibit D.2.
42. **“Term of the Grant”** or **“Term”** means from the Effective Date and, unless earlier terminated as provided by this Agreement, through July 31, 2023.
43. **“Training”** or **“Technical Job Training”** means the education and training by the Subgrantee which, due to the impact of COVID-19, is targeted to result in those individuals obtaining Credentials in the fields of engineering, advanced manufacturing, or healthcare, as more particularly described in the Scope of Work (see Exhibit C), thereby increasing the respective individuals’ professional skills, leading to further employment opportunities.

EXHIBIT B

STATE REQUIRED TERMS

Section B.1 Intentionally Omitted.

Section B.2 Confidentiality. In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets, or liabilities of the Grantee. Under MCL 125.2005(9), the MSF Board has authority, upon the Grantee's request, to acknowledge financial or proprietary Grantee information as confidential. If the MSF acknowledges Grantee information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the Program and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Grantee gives its prior written consent to disclosure. This Section shall survive indefinitely.

Section B.3 Access to Records and Inspection Rights. During the Term of the Grant, there will be frequent contact between the Grant Manager, or other MEDC, MSF, State representatives, and the Grantee. To enable the Auditor General, the Department of Technology, Management and Budget, the MEDC, the MSF, any representative of HUD, the United States Treasury, the Office or Government Accountability Office, or any other applicable state or federal representative (collectively, "Permitted Representatives") to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the Permitted Representatives to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant funds; provided, however, that such audit right shall survive the end of the Term of the Grant by seven (7) years. In connection with any such audit, the Grantee shall cooperate with Permitted Representatives. At such visits, the Grantee shall permit the Permitted Representatives to make copies or extracts from information and to discuss the affairs, finances and accounts of the Grantee related to this Agreement with its officers, employees, or agents. Notwithstanding anything to the contrary in this section, except for a copy of the single audit as required in this Agreement which shall be produced and provided to the MSF, and unless otherwise required by any representative of HUD, the United States Treasury, Office or Government Accountability Office or any other federal representative, any information and data that the Grantee reasonably determines is Confidential Information shall be reviewed by the Permitted Representatives at the offices of the Grantee and the Permitted Representatives shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

Section B.4 Termination of Funding. In the event that the federal legislature, federal government, State legislature or the State government fails to provide or terminates the funding necessary for the MSF

to fund the Grant, the MSF may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the federal legislature, federal government, State legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MSF has no further obligation to make any disbursements of the Grant beyond the date of termination of this Agreement.

Section B.5 Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

Section B.6 Indemnification and Hold Harmless. Except for their respective obligations as required in this Agreement, the MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents, and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the State, the MSF, and the MEDC and other Indemnified Person harmless against all claims for direct damages asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from any act or failure to act by the Grantee under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in successfully enforcing any obligation of the Grantee under this Agreement.

The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Grantee agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Grantee's obligations contemplated under this Agreement is within the sole control of the Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Grantee, its employees, agents, or contractors. This Section shall survive indefinitely.

Section B.7 Jurisdiction. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States. This Section shall survive indefinitely.

EXHIBIT C

SCOPE OF WORK

Purpose of the Grant:

The Grantee, in collaboration with Macomb Community College and other collaborative partners as the case may be, will use the Grant to provide a Sub-Grant to Macomb Community College for the purpose of Training activities in the focus industries of engineering, advanced manufacturing, or healthcare.

The intended outcome of this Grant is to provide short term education and Training activities aimed to move individual participants from education to employment in less than one year. This will be accomplished via Training activities by Subgrantee, including allowing program completers to sit for national certification exams in their respective field of study.

Required Training:

The Grantee shall require Subgrantee to use the Sub-Grant funds to provide one or more of the following Training protocols, such that an aggregate of at least 50 individuals (at least 51% of which must meet the LMI requirements), have enrolled to receive Training to obtain one or more of the following credentials in the focus industries of engineering, advanced manufacturing, or healthcare ("Credentials"):

- Certified Nursing Assistant
- Dental Assistant
- Laboratory Assistant
- Phlebotomy
- Certified Recognized Central Services Technician
- SACA Robot Operations I Robot Programming
- SACA Robotic Systems I Robot Programming
- FANUC Cert I Robot Programming
- FANUC IR Vision 2D Robot Programming
- SACA Electric Motor Control Systems I Robot Technician
- SACA Electrical Systems I Robot Technician
- SACA Sensor Logic Systems I Robot Technician
- SACA Robot Operations I Robot Technician
- SACA Programmable Controller Systems I Robot Technician
- SACA Hydraulic Systems I Robot Technician
- SACA Robotic Systems I Robot Technician
- FANUC Cert I Robot Technician
- FANUC IR Vision 2D Robot Technician
- SACA Electric Motor Control Systems I Industrial Maintenance Technician
- SACA Electrical Systems I Industrial Maintenance Technician
- SACA Robot Operations I Industrial Maintenance Technician
- SACA Programmable Controller Systems I Industrial Maintenance Technician
- SACA Hydraulic Systems I Industrial Maintenance Technician
- SACA Mechanical Power Systems I Industrial Maintenance Technician
- FANUC Cert I Industrial Maintenance Technician
- SACA Electric Motor Control Systems I Controls Technician
- SACA Electrical Systems I Controls Technician
- SACA Sensor Logic Systems I Controls Technician

- SACA Robot Operations I Controls Technician
- SACA Programmable Controller Systems I Controls Technician
- SACA Hydraulic Systems I Controls Technician
- SACA Programmable Controller Troubleshooting I Controls Technician
- SACA Ethernet Communication I Controls Technician
- FANUC Cert I Controls Technician
- Other credentials acceptable to the Grant Manager.

Required Submissions by Grantee for Grant funds (other than the Administrative Amount):

1. So long as there is any Remaining Grant Amount not yet to be disbursed to Grantee, Grantee requests for the Remaining Grant Amount shall be made by the Grantee by no later than each of April 30, 2022, July 31, 2022, October 31, 2022, January 30, 2023, and with each such request, the Grantee must submit to the Grant Manager, all of the following:
 - a. A National Objective Qualification and Demographic Information Form (Exhibit D.1), fully completed and signed by the Subgrantee that shall include a detailed description of the specific Training plan for each such individual, including identifying how it relates to engineering, advanced manufacturing, or healthcare; the number of individuals that completed a Training activity, including identifying the Credential(s) achieved; the number of individuals that enrolled in a Training activity but did not obtain the Credential(s); and copies of invoices supporting the cost of the Training activity and the timespan for which such training(s) occurred (see Exhibit D.1);
 - b. A fully completed Technical Job Training Grant Application signed by each individual enrolled in a Training activity to support the request for a disbursement of any portion of the Remaining Grant Amount (see Exhibit D.2);
 - c. A fully completed Affidavit with Respect to Taxable Income Form signed by each individual enrolled in a Training activity to support the request for a disbursement of any portion of the Remaining Grant Amount (see Exhibit D.3);
 - d. A fully completed CDBG Public Service Beneficiary Form, signed by the Grantee as to each individual made part of 1.a, 1.b, and 1.c above, supporting the request for a disbursement of any portion of the Remaining Grant Amount (see Exhibit D.4);
 - e. Copies of invoices for Training costs incurred by last day of the previous calendar quarter to support the request for a disbursement of any portion of the Remaining Grant Amount; and
 - f. An administrative activity report with information to support the use of the Administrative Amount as of the last day of the previous calendar quarter. The Grantee and the Grant Manager shall collaborate on the form and other content of such report that is satisfactory to the Grant Manager.

Provided however, and notwithstanding anything to the contrary, the aggregate of all of the Grantee's required submissions under Section 1.a. through 1.e. above, must support that at least 50 individuals (51% of which must meet LMI requirements) have enrolled to receive Training to obtain one or more of the Credentials.

2. By no later than July 15, 2022, the Grantee must submit to the Grant Manager a Summary of National Objective Qualification and Demographic Information Form summarizing the information included with the quarterly submission of April 30, 2022 (see Exhibit E) to demonstrate that at least 51% of the individuals enrolled qualify under the LMI requirements, and were enrolled to achieve one or more Credentials via a Training activity.

3. By no later than March 15, 2023, the Grantee must submit to the Grant Manager a Summary of National Objective Qualification and Demographic Information Form summarizing the information included with the quarterly submissions of July 31, 2022, October 31, 2022, and January 30, 2023 (See Exhibit E) to demonstrate that at least 51% of the individuals enrolled qualify under the LMI requirements, and were enrolled to achieve one or more Credentials via a Training activity.

EXHIBIT D.1

National Objective Qualification and Demographic Information Form

The Regional Talent Innovation Grant (RTIG) program (“Program”) was designed to support job Training benefiting low-to-moderate income individuals in response to job loss or lack of access to upskilling as result of the impacts of the COVID-19 pandemic. In order to meet the National Objective required by the Federal Department of Housing and Urban Development (“HUD”), certain Training information, including income of the individual participant enrolled in the Training, is relevant.

Capitalized terms not otherwise defined in this form shall have the meaning ascribed to them in the grant agreement between the Michigan Strategic Fund and Macomb County dated December 2, 2021 for the Program.

Subgrantee information:

Subgrantee	Macomb Community College
Subgrantee Address	
Subgrantee DUNS	
Subgrantee County	
Name of Individual Completing the Form	
Contact Phone Number	
Contact Email	

To complete the National Objective Qualification and Demographic Information collection the Subgrantee must complete this entire form and return to the Grantee.

Q: Describe the need for the training this project and how COVID-19 has made this program/project a necessity. How were the training plan, type of training, and the individuals that completed the training identified?

Training Plan Requirements:

In addition to this National Objective Qualification and Demographic Information Form, the Subgrantee must provide the Grantee the following items related to its training plan:

- a. Detailed description of the specific Training plan, including identifying it relates to engineering, advanced manufacturing, or healthcare;
- b. Number of individuals that completed a Training activity, including identifying the Credential(s) achieved;
- c. Number of individuals that enrolled in a Training activity but did not obtain the Credential(s), including identifying the Credential(s); and
- d. Copies of invoices supporting the cost of the Training activity and the timespan for which such training(s) occurred.

Signature / Certifications:

The Training activities described in this form are the result of the grant assistance of the Program.

The person signing below represents that he or she has authority to sign and submit this form on behalf of the Subgrantee, and that all the information submitted in this form is true and correct.

Signature			
Name and Title of Authorized Signer		Date	

EXHIBIT D.2

TECHNICAL JOB TRAINING GRANT APPLICATION

MACOMB COUNTY
TECHNICAL JOB TRAINING GRANT APPLICATION INSTRUCTIONS

You are applying for a technical job Training grant assistance from Macomb County. The program is federally funded entirely from supplemental Community Development Block Grant (CDBG) funds received from the U.S. Department of Housing and Urban Development (HUD) as provided under the CARES Act (CDBG-CV). Use of CDBG-CV funds are limited to activities that prevent, prepare, or respond to the COVID-19 pandemic.

Technical job Training grant funds are only available for the following programs provided by Macomb Community College:

- Certified Nursing Assistant
- Dental Assisting
- Central Processing Distribution Technician
- Phlebotomy Program
- Laboratory Assistant
- Robot Programmer
- Robot Technician
- Industrial Maintenance Technician
- Controls Technician

Assistance for eligible applicants will be paid directly to Macomb Community College. **NO REIMBURSEMENTS WILL BE MADE FOR COSTS PAID PREVIOUSLY.** Covered costs include tuition and books. All other costs will be the responsibility of the student:

To be eligible, applicants must meet the following criteria:

1. Experienced a COVID-19 financial related hardship.
2. Primary household residence must be located within Macomb County.
3. Total combined income for all household members must not exceed income limit per size of household as listed below:

<u>FAMILY SIZE</u>	<u>MAXIMUM INCOME</u>
1	\$ 44,800
2	\$ 51,200
3	\$ 57,600
4	\$ 64,000
5	\$ 69,150
6	\$ 74,250
7	\$ 79,400
8	\$ 84,500

WARNING -IF YOU FAIL TO REPORT THE INCOME OF ALL HOUSEHOLD MEMBERS OR INCLUDE MEMBERS NOT PERMANENTLY LIVING IN YOUR HOUSEHOLD YOUR APPLICATION WILL AUTOMATICALLY BE DENIED. HOUSEHOLD INCOME AND INFORMATION WILL BE VERIFIED.

Application may be made for one term at a time. If the applicant is unable to complete all course work required for certification within that term, they must reapply for assistance. NOTE: grant funding is limited and not guaranteed to be available beyond the first term. Applications will be reviewed on a first-come, first-serve basis.

PLEASE SUBMIT ALL BACKUP INFORMATION REQUESTED WHEN RETURNING THIS GRANT APPLICATION. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

CAREFULLY READ AND ANSWER EACH QUESTION, AND THEN SIGN THE APPLICATION.

If you have any questions regarding the application, call the Macomb Community Action - Community Development Office for assistance at 586-446-6256.

FOR OFFICE USE ONLY
CASE# _____
DATE RECEIVED: _____

EXHIBIT D.2 (CONTINUED)

MACOMB COUNTY – MACOMB COMMUNITY COLLEGE

TECHNICAL JOB TRAINING GRANT APPLICATION

PLEASE ANSWER ALL QUESTIONS. Incomplete applications will be returned with the noted deficiencies and may not be eligible for review during the current funding cycle.

APPLICANT'S NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

E-MAIL: _____
TELEPHONE _____
:

ARE YOU RELATED TO AN EMPLOYEE OR OFFICIAL OF MACOMB COUNTY OR MACOMB COMMUNITY COLLEGE?

Yes No

If yes, how are you related? _____

JOB TRAINING COURSE OF STUDY:

- Certified Nursing Assistant
- Dental Assisting
- Central Processing Distribution Technician
- Phlebotomy Program
- Laboratory Assistant
- Robot Programmer
- Robot Technician
- Industrial Maintenance Technician
- Controls Technician

Note: assistance for eligible applicants will be paid directly to Macomb Community College.
NO REIMBURSEMENTS WILL BE MADE FOR COSTS PAID PREVIOUSLY.

HOUSEHOLD COMPOSITION: *List all related household members residing in the home (include yourself)*

HOUSEHOLD MEMBER NAME	RELATIONSHIP TO APPLICANT	BIRTH DATE	AGE

HOUSEHOLD INCOME: *Income for every household member 18 years of age and older must be reported. You will be required to submit calendar year 2020 1040 federal income tax returns or a completed “Affidavit with Respect to Taxable Income” form for each household member. Based on the information provided, the applicant may be required to provide source documentation such as W2s, 1099s, benefit letters, etc.*

HOUSEHOLD MEMBER NAME (Include only members 18 years of age and older)	ANNUAL INCOME	*Did you file a 1040 federal tax return for the calendar year 2020? (yes or no)
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL ANNUAL INCOME FOR ALL HOUSEHOLD MEMBERS	\$	

*** Did you file a 1040 federal tax return for the calendar year 2020?**
*If YES, submit a copy of the household member’s 1040 return with the application
 If NO, submit a completed “Affidavit with Respect to Taxable Income” form for each applicable household member*

COVID-19 HARDSHIP STATEMENT

I, _____, as of _____
(Print applicant’s full name) (Date financial difficulty started)
have experienced financial difficulty related to the COVID-19 pandemic due to:

- Being laid off because of COVID-19;
- Reduction in my work hours and pay due to COVID-19;
- Needing to take extended time off work due to COVID-19 either to:
 - Care for my child/children whose school was or is currently closed; or
 - Care for a family member who was or is sick with COVID-19
- Needing to take extended time off work because I had tested positive for COVID-19
- Needing to take extended time off work to seek medical care to confirm that I had COVID-19
- Incurred additional costs directly related to preparing, preventing, or responding to the COVID-19 pandemic including:

- Other hardship not listed above: _____

BOTH OF THE FOLLOWING QUESTIONS MUST BE ANSWERED (for statistical purposes only):

Choose one ETHNICITY:

- Hispanic or Latino Not Hispanic or Latino

Choose one RACE:

- White
- American Indian or Alaska Native
- American Indian or Alaska Native and White
- Black or African American
- Black or African American and White
- American Indian or Alaska Native and Black or African American
- Asian and White
- Native Hawaiian or Other Pacific Islander
- Other Multi-Racial

CERTIFICATIONS AND AUTHORIZATION

I (WE) HEREBY CERTIFY THAT THE STATEMENTS MADE ON THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY (OUR) KNOWLEDGE. I(WE) UNDERSTAND THAT FALSE

STATEMENTS OR INFORMATION ARE FRAUD AND ARE IMMEDIATE GROUNDS FOR DENIAL OF ASSISTANCE.

I (WE) UNDERSTAND THAT COMPLETING THIS APPLICATION DOES NOT GUARANTEE THAT I (WE) WILL BE ELIGIBLE FOR ASSISTANCE THROUGH THE TECHNICAL JOB TRAINING GRANT PROGRAM. I (WE) MUST COMPLETE THE APPLICATION PROCESS AND BE CERTIFIED ELIGIBLE BEFORE ASSISTANCE CAN BE PROVIDED. I (WE) UNDERSTAND THAT I(WE) AM SUBJECT TO ALL PROGRAM GUIDELINE CHANGES AND THAT FUNDING FOR THE PROGRAM IS NOT GUARANTEED.

I(WE) UNDERSTAND THAT THE INFORMATION I (WE) PROVIDED, INCLUDING ALL FINANCIAL INFORMATION, IS SUBJECT TO VERIFICATION BY MACOMB COUNTY – MACOMB COMMUNITY ACTION AND/OR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

DUPLICATION OF BENEFITS CERTIFICATION: A DUPLICATION OF BENEFITS OCCURS WHEN A PERSON OR HOUSEHOLD RECEIVES FINANCIAL ASSISTANCE FROM MULTIPLE SOURCES FOR THE SAME PURPOSE, AND THE TOTAL ASSISTANCE RECEIVED FOR THAT PURPOSE IS MORE THAN THE TOTAL NEED FOR ASSISTANCE. THE CARES ACT REQUIRES HUD GRANTEES TO ENSURE THAT ANY CDBG-CV ASSISTANCE PROVIDED WILL NOT RESULT IN A DUPLICATION OF BENEFITS. BY SIGNING THIS APPLICATION YOU ARE CERTIFYING YOU HAVE NOT RECEIVED OR HAVE APPLIED FOR ANY ADDITIONAL ASSISTANCE THAT WOULD RESULT IN A DUPLICATION OF BENEFITS RELATED TO THIS PROGRAM. FURTHER YOU AGREE TO REPAY ANY ASSISTANCE PROVIDED IF IT IS DETERMINED THAT SUCH ASSISTANCE IS DETERMINED TO BE DUPLICATIVE.

WARNING - PENALTY FOR FALSE OR FRAUDULENT STATEMENT: THE INFORMATION PROVIDED ON THIS FORM IS SUBJECT TO VERIFICATION BY HUD AT ANY TIME, AND TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY AND ASSISTANCE CAN BE TERMINATED FOR KNOWINGLY AND WILLINGLY MAKING A FALSE OR FRAUDULENT STATEMENT TO A DEPARTMENT OF THE UNITED STATES GOVERNMENT.

Incomplete applications will be returned with the noted deficiencies. Failure to respond to the notice by the stated deadline will result in denial of the application.

APPLICANT AND ALL RELATED HOUSEHOLD MEMBERS 18 YEARS OF AGE AND OLDER MUST SIGN THE APPLICATION. IF PERSON OTHER THAN APPLICANT(S) SIGNS THE APPLICATION, POWER OF ATTORNEY DOCUMENTATION MUST BE ATTACHED.

SIGNATURE - (APPLICANT)

DATE

SIGNATURE(S) OF ALL ADDITIONAL HOUSEHOLD MEMBERS 18 YEARS OF AGE AND OLDER

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

STAFF USE ONLY

Reviewed by: _____

Date: _____

Approved **Denied**

Household Income: **30% AMI or less** **31% - 50%** **51% - 80% AMI**
 Over 80% AMI

EXHIBIT D.2 (CONTINUED)

APPLICANT'S CHECK LIST

**MACOMB COUNTY
TECHINICAL JOB TRAINING GRANT ASSISTANCE**

YOU MUST PROVIDE THE FOLLOWING ITEMS FOR CONSIDERATION:

- Completed application signed by all household members 18 years of age or older; and
- Copy of front and back of primary applicant's State of Michigan Driver's License or State Identification card; and
- Current 1040 federal income tax return for all household members 18 years of age or older. Any household member(s) that did not file a federal 1040 income tax return for the 2020 calendar year must complete and sign the "Affidavit with Respect to Taxable Income" form. Based on the information provided, the applicant may be required to provide source documentation such as W2s, 1099s, benefit letters, etc.

Incomplete applications will be returned with the noted deficiencies. Failure to respond to the notice by the stated deadline will result in denial of the application.

Options for submitting applications:

**In-person drop off: MACOMB COUNTY FAMILY RESOURCE CENTER*
OFFICE OF COMMUNITY DEVELOPMENT
196 N. ROSE – SUITE 25
MOUNT CLEMENS, MI 48043**

*** Office hours 8:30 am – 4:30 pm. Drop box is available for delivery after normal business hours.**

**Mailing Address: MACOMB COMMUNITY ACTION
OFFICE OF COMMUNITY DEVELOPMENT – JOB TRAINING GRANT
21885 DUNHAM ROAD SUITE 10
CLINTON TOWNSHIP, MI 48036**

Email: call (586)466-6256 for instructions

EXHIBIT D.3

AFFIDAVIT WITH RESPECT TO TAXABLE INCOME FORM



COUNTY OF MACOMB

Affidavit with Respect to Taxable Income

Date of Birth _____

Name _____

Address _____

Social Security Number _____

2020 Sources of Income

Payee Name/Employer*	Gross Amount Received
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL 2020 INCOME	\$

*Based on the information provided, the applicant may be required to provide source documentation such as W2s, 1099s, benefit letters, etc.

Declare that I **(CIRCLE ONE)** did/will not file an Internal Revenue Service Form 1040 for the 2020 calendar year for the income reported above.

WARNING - PENALTY FOR FALSE OR FRAUDULENT STATEMENT: THE INFORMATION PROVIDED ON THIS FORM IS SUBJECT TO VERIFICATION BY HUD AT ANY TIME, AND TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY AND ASSISTANCE CAN BE TERMINATED FOR KNOWINGLY AND WILLINGLY MAKING A FALSE OR FRAUDULENT STATEMENT TO A DEPARTMENT OF THE UNITED STATES GOVERNMENT.

Date

Signature

EXHIBIT D.4

CDBG PUBLIC SERVICE BENEFICIARY FORM

Activity Name / Project Number _____ Macomb County – RTIG Job Training Program _____

Reporting Period _____

Contact Name / Phone Number / e-mail _____

RACE/ETHNICITY

Identify the cumulative number of people served by race and ethnicity for the activity period. Also enter the basic type of service provided:

Race/Ethnicity	A # Non-Hispanic	B # Hispanic	Service Provided
White			
Black/African-American			
Asian			
Native American			
Hawaiian/Pacific Islander			
Native American & White			
Asian and White			
African-American & White			
Native- & African-American			
Other			
Total			

Number of Female-Headed Households: _____

Income Data:

Number of People Served from Very Low Income Households _____

Number of People Served from Low Income Households _____

Number of People Served from Moderate Income Households _____

Number of People Served from Over-Income Households _____

Total Number of People Served: _____

Note: This equals the total of columns A + B. It should also equal the total number of people served when totaling the income data.

Narrative of Accomplishments: (USE ADDITIONAL SHEETS AS NECESSARY)

Certification of Accuracy

I certify that this information is accurate to the best of my knowledge.

Signature

Date

EXHIBIT E

SUMMARY OF NATIONAL OBJECTIVE QUALIFICATION AND DEMOGRAPHIC INFORMATION FORM

Training (including obtaining the Credentials)

The Grantee, in collaboration with the Subgrantee as necessary, must complete this form and submit to the Grant Manager on or before each of July 15, 2022, and March 15, 2023.

1. Identify the name of the participant.
2. Identify the Training program in which the participant was enrolled.
3. Identify if the participant received a Credential.
4. Reference the 2021 CDBG LMI Income Limits for Macomb County located at: <https://www.huduser.gov/portal/datasets/il.html> . Compare the estimated annual 2021 income for EACH employee in Step 3 to the 2021 CDBG LMI Income Limit for Macomb County. If the income limit for the individual employee identified in Step 1 is:
 - a. at or below line A, check A.
 - b. at or below line B and more than line A, check B.
 - c. at or below line C and more than line B, check C.
 - d. more than line C, check D.

Participant	Name	Training Program	Certification Received (Y/N)	A	B	C	D
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Demographic Information

The State of Michigan, Community Development Block Grant (CDBG) Program is required to collect Race and Ethnicity, Job Type and Employee Sponsored Benefits for statistical purposes only as required by the U.S. Department of Housing and Development per 24CFR 91.520(a). This information must be completed for all employees identified above and is required because the business is applying for assistance utilizing federal funds.

RACE AND ETHNICITY

Race and ethnicity designations used do not denote scientific definitions of anthropological origins. For the purposes of this survey, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one of the racial groups listed below.

Hispanic is an ethnic category that cuts across all races. Those who are American Indian or Alaskan Native, Asian, Black, or African American, Native Hawaiian or Other Pacific Islander, White, or any of the other Multi-Racial categories may also be considered Hispanic. The race and ethnicity categories provided by HUD for this survey are:

American Indian or Alaskan Native - A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.

American Indian or Alaskan Native AND White - A person having these multiple race heritages as defined above.

American Indian or Alaskan Native AND Black or African American - A person having these multiple race heritages as defined above.

Asian - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Asian AND White - A person having these multiple race heritages as defined above.

Black or African American - A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black or African American”.

Black or African American AND White - A person having these multiple race heritages as defined above.

Native Hawaiian or Other Pacific Islander - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or Pacific Islands.

White - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Other Multi-Racial - For reporting individual responses that are not included in any of the categories listed above.

Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Please complete the fields below for the participants listed above. For the purposes of collecting this information, the Grantee, in collaboration with the Subgrantee as necessary, is able to make assumptions on behalf of the participants. The number of participants listed below should match the number of participants identified in the chart above.

RACE AND ETHNICITY	HISPANIC/LATINO
<input type="checkbox"/> White	<input type="checkbox"/>
<input type="checkbox"/> Black/African American	<input type="checkbox"/>
<input type="checkbox"/> Asian	<input type="checkbox"/>
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/>
<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/>
<input type="checkbox"/> American Indian/Alaskan Native AND White	<input type="checkbox"/>
<input type="checkbox"/> Asian and White	<input type="checkbox"/>
<input type="checkbox"/> Black/African American AND White	<input type="checkbox"/>
<input type="checkbox"/> American Indian/Alaskan Native AND Black	<input type="checkbox"/>
<input type="checkbox"/> Other Multi-Racial	<input type="checkbox"/>
<input type="checkbox"/> TOTAL	<input type="checkbox"/> TOTAL

Signature / Certifications:

The Training activities described in this form are the result of the grant assistance of the Program.

The person signing below represents that he or she has authority to sign and submit this form on behalf of the Grantee, and that all the information submitted in this form is true and correct.

Signature			
Name and Title of Authorized Signer		Date	