



CITY COUNCIL ACTION REPORT

April 29, 2010

TO: John Szerlag, City Manager

FROM: Mark Miller, Acting Assistant City Manager/Economic Development Services
Steven J. Vandette, City Engineer *SV*

SUBJECT: Approval of Energy Efficiency & Conservation LED Demonstration Grant for the Transit Center

Recommendation:

Staff recommends that City Council approve the attached Energy Efficiency and Conservation LED Demonstration Grant #BES-10-048 between the Department of Energy, Labor & Economic Growth and the City of Troy for the purpose of fixing the rights and obligations of each agency for the purpose of installing Light Emitting Diode (LED) products at the Transit Center. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Background:

The Troy/Birmingham Transit Center will provide passenger rail service accessible from both cities. A tunnel under the railway line will provide a barrier-free non-motorized link between the regional bus terminal in Troy with the rail platform in Birmingham. The relocation of the existing Birmingham Amtrak stop to the Transit Center will provide for intermodal transit connections to all Birmingham and Troy bus routes, intercity rail service, taxi, airport and black sedan services. The Transit Center will be a hub in the Detroit Regional Mass Transit plan and will serve as a catalyst for coordinated regional mass transit in Metro Detroit.

Incorporated into the site is green building technology, energy efficient utility systems and low impact development practices. LED lighting is an integral component of the site and is proposed to be used in multiple applications, including tunnel lighting, interior and exterior building lighting, LED signage, street lighting, pedestrian walkway lighting and landscape lighting.

Solid state LED lighting is more efficient and inherently has lower life cycle costs than current alternatives on the market such as metal halide and high pressure sodium. LED's offer a long lasting, energy efficient alternative to traditional lighting sources.

The LED demonstration grants are targeted specifically to install equipment and to increase general public awareness about the technology and to promote its use and benefit.

Financial Considerations:

The LED portion of the transit center site is estimated at \$470,722. Of this amount, \$250,000 would be funded through the LED Demonstration Grant. The remaining \$220,722 is anticipated to be funded as part of the \$8,400,000 American Recovery and Reinvestment Act (ARRA) – High-Speed Intercity Passenger Rail (HSIPR) Program allocation or the \$1,300,000 Federal Congressional Bus & Bus Facilities earmark through the Federal Transit Administration (FTA) secured by Congressman Peters.

The agreement, as submitted, is based on estimated costs, since this agreement is prepared before bids are received and well before actual construction costs are known. The final cost is based on the actual cost incurred by the contractors work.

The grant amount is capped at \$250,000. No funds will be expended unless all grants are in place and the Transit Center is constructed.

Legal Considerations:

The approval and execution of the contract is required in order to secure and obligate the grant funds.

The format and content of the agreement has been reviewed by the City Attorney's Office and is consistent with past agreements approved by City Council for other types of federally funded projects.

Policy Considerations:

Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world (Goal III)

REVIEWED AND APPROVED:

Lori Grigg Bluhm, City Attorney



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENERGY LABOR & ECONOMIC GROWTH
LANSING

STANLEY "SKIP" PRUSS
DIRECTOR

RECEIVED

FEB 22 2010

CITY OF TROY
CITY MANAGER'S OFFICE

February 17, 2010

Mark Miller
City of Troy
590 East Big Beaver Road
Troy, MI 48084

Dear Mr. Miller:

The Department of Energy, Labor and Economic Growth (DELEG) Bureau of Energy Systems (BES) is pleased to inform the City of Troy that \$250,000.00 has been awarded under the Energy Efficiency & Conservation LED Demonstration Grant.

To indicate acceptance of the enclosed grant agreement, please sign the three signature pages, return two to the Grant Administrator, and retain the other *and* the grant agreement for your records. Additionally, please complete and return with the two signature pages, the attached Single Audit Memorandum for the current fiscal year.

Please reference the grant number BES-10-048 for all communication with DELEG/BES and send a hard copy of grant related correspondence to the following Grant Administrator:

Jacqui Mieksztyn, Grant Administrator
Bureau of Energy Systems
Department of Energy, Labor, and Economic Growth
PO Box 30221
Lansing, MI 48909-7721

Please watch for information on an upcoming webinar to take place in February regarding reporting requirements for this grant. Details will follow.

If you have any questions, please contact the Grant Administrator at (517) 335-3147, fax (517) 241-6229, or email mieksztynj@michigan.gov. Congratulations on your award! We look forward to working with you to advance energy efficiency.

Sincerely,

Jan Patrick,
EECBG Program Manager

Enclosures

cc: Jacqui Mieksztyn

Bureau of Energy Systems
611 W. OTTAWA • PO BOX 30221 • LANSING, MICHIGAN 48909
www.michigan.gov/deleg • (517) 241-6228

DELEG is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
AND
CITY OF TROY

GRANTEE/ADDRESS:

A. John Szerlag
City of Troy
590 East Big Beaver Road
Troy, MI 48084
Phone: (248) 524-3351
Fax: (248)524-0851
Email: j.szerlag@troymi.gov

GRANT ADMINISTRATOR/ADDRESS:

Jacqui Mieksztyn
Bureau of Energy Systems
Department of Energy, Labor & Economic Growth
PO Box 30221
Lansing, MI 48909-7721
Phone: (517) 335-3147
Fax: (517) 241-6229
Email: mieksztynj@michigan.gov

GRANT PERIOD:

From 02/01/2010 to 01/31/2011

TOTAL AUTHORIZED BUDGET: \$250,000.00

Federal Contribution: \$ 250,000.00
State Contribution:
Local Contribution:
Other Contributions:

ACCOUNTING DETAIL:

Index/PCA No.: 89311
Fed I.D. No.: 38-6027333
CFDA #: 81.128

1.2 Detailed Budget

- (a) This Agreement does not commit the State of Michigan (State) or the Department of Energy, Labor & Economic Growth (DELEG) to approve requests for additional funds at any time.
- (b) If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- (c) Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

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

1.3 Payment Schedule

The maximum amount of grant assistance offered is \$250,000.00. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

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

1.4 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grant Administrator **quarterly** performance reports that briefly present the following information:
 - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.

2.2 Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

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

2.5 Order of Spending

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

2.6 Purchase of Equipment

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

2.7 Accounting

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

2.8 Audit

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

3.2 Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 Indemnification

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

3.4 Cancellation

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

(b) Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination

of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott 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 any breach of this provision may be regarded as a material breach of the Agreement.

3.7 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

3.8 Certification Regarding Debarment

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

3.9 Illegal Influence

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

(1) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

4.5 Independent Contractor Relationship

The relationship between the State and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

4.6 Conflicts

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

Addendum I to Part II – General Provisions

SOLICITATION & AWARD TERMS FOR GRANT AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

Grant Agreements must require recipients and sub-recipients to:

1. Maintain current registrations in the Central Contractor Registration (CCR) database.
<http://www.ccr.gov/>
2. Report quarterly on project activity status in addition to any reporting requirements that currently apply to recipients of federal funds
3. Follow Buy American guidelines (Sec. 1605 of ARRA Act and Sec. 5.020 of this document)
4. Implement wage rate requirements (Sec. 1606 of ARRA Act and Sec. 5.030 of this document)
5. Ensure proper accounting and reporting of Recovery Act expenditures in Single Audits.

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of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

(i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

(ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

(2) The Grantee shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows:

none

[List applicable excepted materials or indicate “none”]

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1)(i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the Federal Agency need not make a determination.

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) Alternate project proposals.

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 of this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items.

5.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by grantees, subgrantees, contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

5.040 Inspection & Audit of Records

The Grantee shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and (2) to interview any officer or employee of the Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

5.050 Whistle Blower Protection for Recipients of Funds

Grantee shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Grantee shall include the substance of this clause including this paragraph (b) in all subcontracts and subgrants.

ADDENDUM II TO PART II – GENERAL PROVISIONS

5.020.1 Buy American Requirement (Section 1605)

-Designated country means:

- (1) A World Trade Organization Government Procurement Agreement country,
- (2) A Free Trade Agreement (FTA) country, or
- (3) A United States-European Communities Exchange of Letters country

Countries not in the Addendum to Part II include Bahrain, Canada, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman and Peru.

5.090.1 Publication

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number(s) *DE-EE0000753*."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

4.7 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



Stanley F. Pruss, Director
Department of Energy, Labor & Economic Growth
State of Michigan

2/16/10
Date

A. John Szerlag
City Manager
City of Troy

Date

GRANT NO. BES-10-048

**Attachment B
Budget**

Line Item	Grantor (State)	Grantee	Total
Contractual Services		\$154,580	\$154,580
Equipment	\$250,000	\$66,142	\$316,142
TOTALS	\$250,000	\$220,722	\$470,722

Attachment C
State Travel Rates

(Reserved)

Attachment D-1



STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

STANLEY "SKIP" PRUSS
DIRECTOR

OFFICIAL

ARRA FISCAL REPORTING

DATE: February 1, 2010

SUBJECT: ARRA Fiscal Reporting

APPLICATION: EECBG Grantees

PURPOSE: To establish Fiscal Reporting Procedures for EECBG grants

REFERENCE: American Recovery and Reinvestment Act of 2009 (Recovery Act) Section 1512

CONTACT: Marilyn Carey, DELEG, Financial Services, Federal Finance Manager
Terri Eklund, DELEG, Financial Services, Accountant

TELEPHONE: (517) 335-1198
(517) 241-1668

FAX: (517) 241-2026

SUMMARY: President Barack Obama has called for an unprecedented level of transparency for how Federal dollars are being spent under the American Recovery and Reinvestment Act of 2009 (Recovery Act). As envisioned by the Recovery Act, this level of transparency is essential to drive accountability for the timely, prudent and effective spending of recovery dollars. It is critical that all recipients of employment and training funds under the Recovery Act prepare to implement the requirements of Section 1512 of the Recovery Act.

Section 1512 of the Recovery Act requires recipients to report on the use of Recovery Act funding, and provide detailed information, such as:

total amount of funds received
the amount spent on projects and activities by CFDA, including
name, address, completion status
estimates of jobs created and retained
details on payments to subrecipients/vendors

Please note that this information is specific to section 1512 requirements and is IN ADDITION to all previous reporting requirements (ie. Financial Status reports including 269's, 9130's, RSA-2's, etc.)

Unfortunately, the Federal Office of Management and Budget may change the reporting requirements at any time. If these requirements do change, revised ARRA Fiscal Reporting instructions will be issued.

POLICY:

General Information:

Grantees reporting for Section 1512 reporting of ARRA funds is to be done quarterly on a CASH basis. The schedule is as follows:

Through September 25, 2009 due October 2, 2009
Through December 25, 2009 due January 4, 2010
Through March 26, 2010 due April 2, 2010
Through June 25, 2010 due July 2, 2010
Through September 24 2010 due October 1, 2010
Through December 24, 2010 due January 3, 2011
Through March 25, 2011 due April 1, 2011

The grantee will receive an e-mail from DELEG (mieecbgreporting.gov) on the Monday following the final reporting date of the quarter (indicated above) containing spreadsheets that should be used for the ARRA reporting.

The grantee should complete the spreadsheet in accordance with the instructions that are attached to the spreadsheet. Most of the information will be completed. They will need to complete the fields highlighted in yellow. The information related to Number of Jobs Created/Retained, Narrative Description of the Jobs created/retained, and Expenditure Detail will need to be updated on a quarterly basis.

Reporting Requirements:

The reports should be sent to mieecbgreporting@michigan.gov. Due to the limited time that is available for reporting, please do not mail your reports.

PLEASE NOTE This information is specific to section 1512 requirements and is IN ADDITION to all previous reporting requirements.

Accounting Systems

Amounts/Information reported must be based on documentation on hand. The amounts/information reported is subject to review and audit, where any cost not properly documented could be identified as an audit exception and be disallowed.

EFFECTIVE: February 17, 2009

EXPIRATION: Continuing

SIGNATORY: SIGNED
Marilyn Carey, DELEG, Financial Services, Federal Finance Manager



STATE OF MICHIGAN

DEPARTMENT OF ENERGY LABOR & ECONOMIC GROWTH
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

STANLEY "SKIP" PRUSS
DIRECTOR

MEMORANDUM

Date: February 17, 2010

To Grantee: City of Troy

Grant No: BES-10-048 Grant Period: 02/01/2010 to 01/31/2011

From: Jacqui Mieksztyn, Grant Administrator

Subject: Single Audit Act/Office of Management and Budget Circular A-133 Requirements

The federal Office of Management and Budget (OMB) Circular A-133 requires governmental and non-profit entities/grantees that spend \$500,000 or more from all federal funding sources during the entity's/grantee's fiscal year to have a Single Audit conducted. The entity/grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the grantor agencies within 30 days after the completion of the audit, but not later than nine months after the end of the entity's/grantee's fiscal year.

Grantee: Please complete the following section and return this memorandum to the address indicated below.

- 1. Type of entity (check one): Governmental or Public School District
 Public Community College, Public College/University, or Non-Profit
 Commercial or Private For-Profit

2. What is your entity's fiscal year ending date? _____

IF ENTITY IS COMMERCIAL OR PRIVATE FOR-PROFIT, **DO NOT** COMPLETE 3 AND 4.

- 3. Has your entity previously had a Single Audit/OMB Circular A-133 conducted? Yes No

If yes, identify the fiscal period of the last Single Audit conducted. _____

If the Single Audit report is posted to a website, identify the website: _____

- 4. Will your entity spend \$500,000 or more in total federal funds during your entity's fiscal year?
 Yes No

5. _____
Signature Date

6. _____
Please Print Name and Title of Entity's Financial Officer Telephone Number