



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
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www.detroitmi.gov

June 26, 2025

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2025 Certified Local Government (CLG) Training and Continuing Education Grant

The Michigan State Historic Preservation Office has awarded the City of Detroit Historic Designation Advisory Board (HDAB) with the FY 2025 Certified Local Government (CLG) Training and Continuing Education Grant for a total of \$1,500.00. There is no match requirement. The total project cost is \$1,500.00.

The objective of the grant is to provide professional development for the HDAB staff preservation planner. The funding allotted to the department will be utilized to pay for conference attendance and lodging. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21539.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D25E0EE23C8D489...
Terri Daniels
Director, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R. Johnson
34F9071313554A4...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...
Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Historic Designation Advisory Board (HDAB) is requesting authorization to accept a grant of reimbursement from the Michigan State Historic Preservation Office, in the amount of \$1,500.00, to pay for conference attendance and lodging; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21539, in the amount of \$1,500.00, for the FY 2025 Certified Local Government (CLG) Training and Continuing Education Grant.

STATE OF MICHIGAN
MICHIGAN STRATEGIC FUND
CERTIFIED LOCAL GOVERNMENT SCHOLARSHIP AGREEMENT
WITH THE CITY OF DETROIT
FOR
HISTORIC PRESERVATION TRAINING
TO BE PERFORMED BY
CITY OF DETROIT

This Certified Local Government Grant Agreement (this “Agreement”), CFDA No. 15.904, Contract No. CG24-465c, is made on May 28, 2025 by and between the **MICHIGAN STRATEGIC FUND** (the “MSF”) and the **CITY OF DETROIT** (the “Recipient”) who take notice that:

The STATE HISTORIC PRESERVATION OFFICE (the “SHPO”) (the SHPO, the MSF collectively, the “Grantee”) was transferred to the MSF pursuant to Executive Order 2019-13. The SHPO is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (the “Grantor”), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 U.S.C. §100101 *et seq.* (the “Act”), as amended, to provide funding and support to Certified Local Governments for historic preservation projects or programs of the Certified Local Governments.

The Grantee desires to aid the Recipient in its efforts to protect historically and architecturally significant buildings, structures, sites, and objects in the City of Detroit by providing educational opportunities to the Recipient’s staff through a Certified Local Government Scholarship (the “Scholarship”); and

The Recipient desires to receive the Scholarship from the Grantee so that it may provide educational opportunities to its staff as provided in this Agreement.

THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

**SECTION I
SCHOLARSHIP SPECIFICATIONS**

- A. Scholarship Objective.** The objective of the Scholarship is to provide funds for the Recipient to attend the Congress for the New Urbanism as detailed in the scholarship requirements, attached hereto and incorporated into this Agreement as Exhibit A (the "Scholarship Requirements").

- B. Permits and Licenses.** The Recipient shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.

- C. Ownership.** All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

**SECTION II
PERFORMANCE OF SCHOLARSHIP REQUIREMENTS**

- A. Period of Performance.** The term of this Agreement shall begin on or after the execution date of this Agreement by the Grantee (the "Effective Date") and shall be completed no later than August 31, 2026 (the "End Date"). Failure of the Recipient to satisfactorily complete all Scholarship Requirements, in the Grantee's sole discretion, by the End Date shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Recipient shall not be entitled to any reimbursement under the terms of this Agreement. The End Date shall not be extended. Nothing in this provision shall be construed to limit or restrict the Grantee's right to terminate this Agreement for cause in accordance with Section X where the Recipient would be entitled to reimbursement in accordance with Section IX of this Agreement.

- B. Project Representatives.** The Recipient designates the following individual as scholarship representative for all matters concerning this Agreement:

Janese Chapman
Historic Designation Advisory Board
City of Detroit
2 Woodward Avenue, Suite 218
Detroit, MI 48226
Telephone: (313) 446-2058
Email: chapmanj@detroitmi.gov

The Grantee designates the following individual as scholarship representative to be the initial point of contact for all matters concerning this Agreement:

Alan Higgins, Grants Manager
State Historic Preservation Office
Michigan Strategic Fund
300 N. Washington Square
Lansing, MI 48913
Phone: (517) 256-4358
Email: Higginss3@michigan.gov

Except for changes to the performance schedule (the "Performance Schedule"), attached hereto and incorporated into this Agreement as Exhibit C, (excluding the End Date), the designated scholarship representatives shall have no authority to make promises or binding obligations either for the Grantee or the Recipient, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

- C. Records Maintenance and Disclosure.** The Recipient shall properly maintain such Scholarship records and accounts as are prescribed by the Grantee. These records shall include but are not limited to: documentation of the receipt and disbursement of all funds involved in the Scholarship and documentation of compliance with the terms of this Agreement. The Grantee may prescribe the requisite form of all such records to be maintained by the Recipient.

Upon request of the Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives (the "Agencies"), the Recipient shall provide for and facilitate the Agencies access to, audit of, excerpts of, transcription of and examination of all books, audit reports, or records maintained in connection with the Scholarship. Each record must be retained and be available for inspection for three (3) years after final reimbursement is made by the Grantee under this Agreement and all pending matters are closed (the "Retention Period"). However, if any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later. The Agencies, upon request, shall be furnished with a copy of any such books and records.

All records pertinent to the Scholarship are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, unless determined to be exempt under that statute, the Act, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.*

- D. Repayment of Funds.** If at any time before the expiration of the Retention Period it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Recipient shall immediately repay the funds at issue upon demand by the Grantee.
- E. Reports.** The Recipient shall promptly submit to the scholarship representative designated by either the Grantor or the Grantee any reports prescribed by this Agreement. Such reports shall

include but not be limited to: progress reports; a report of all receipts, expenditures, Scholarship activities and accomplishments, including a comparison of the final budget to the approved Scholarship budget (the "Budget"), attached and incorporated into this Agreement as Exhibit B; and supporting documentation for claimed reimbursements. The Grantor or the Grantee shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Recipient.

Before the End Date, the Recipient shall submit to the Grantee both a final Scholarship completion report and a final and proper claim for expenditure reimbursement which shall be supported by documentation of the expenditures claimed.

If the End Date occurs in a fiscal year subsequent to the State of Michigan fiscal year in which this Agreement is executed, or is extended into a new fiscal year, the Recipient shall submit to the Grantee, by September 15th of the current year (1) a complete documentation of the first fiscal year's expenditures and (2) a progress report for the completion material described in this Agreement for that Scholarship period.

- F. Audit.** All local units of government receiving \$750,000.00 or more in federal grants or aid in a fiscal year shall comply with the audit requirements of the federal Office of Management and Budget as provided in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 C.F.R. Part 200.500-200.521, Subpart F – Audit Requirements. Schedules of findings and questioned costs shall be submitted to the Grantee within 30 days after completion of the audit, but no later than nine (9) months after the end of the state's fiscal year in which the project was completed.

If an audit identifies any questioned costs in connection with the Scholarship Requirements, the Recipient shall forward to the Grantee copies of the schedules of findings and questioned costs, accompanied by a check made payable to the Grantee in an amount equal to the funds which the Recipient received under this Agreement that are deemed a disallowed reimbursement through the audit.

G. Prohibited Interests and Conflicts of Interest.

Every official, officer, agent, consultant, or employee of the Grantee who exercises or has exercised any functions or responsibilities with respect to this Agreement or who is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or the Scholarship Requirements shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Grantee, including the Board, shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (*i.e.*, unpaid and the time not charged to this Scholarship).

Prior to the execution of this Agreement, the Recipient acknowledges and confirms that it has delivered to the Grantee a written list of all interests of the Recipient, or its officers, employees, and subcontractors, which may cause conflicts between the interests of those entities or parties and the interest of the Grantee. The Recipient further acknowledges that its employees, members, shareholders, agents, or subcontractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Further, should a conflict of interest arise during the term of this Agreement, the Recipient shall contact the Grantee immediately and describe in detail the conflict of interest.

H. Prohibited Methods and Procedures.

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913.

I. Political Activities. The Recipient shall not expend any Scholarship funds for the purchase, lease, or use of equipment or premises for political purposes, for sponsoring or conducting candidate's meeting(s), for engaging in voter registration or voter transportation activity, or for any partisan political activities.

J. Copyrights. Except as otherwise provided in the terms of this Agreement, the author or Recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. However, such materials shall include an acknowledgment of the Grantor's Scholarship assistance. Further, as a condition of the Scholarship assistance, the Recipient agrees to, and awards to the State of Michigan and to the United States Government and their officers, agents, and employees acting within the scope of their official duties (the "Governments"), a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright. The Recipient shall not include in the subject data of this Scholarship any copyrighted matter without the written approval of the copyright owner. Such approval shall include permission for the Governments, above, to use the material in the manner provided above.

Unless otherwise limited in this Agreement, the Governments may, without additional compensation to the Recipient, duplicate, use, and disclose all subject data in any manner and for all purposes whatsoever, and allow others to do so.

The Governments shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of this Agreement on any piece of subject data furnished under this grant.

The term "subject data" used in this provision includes but is not limited to writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, pictorial reproductions, plans, drawings, specifications, electronic applications, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are (1) submitted with a proposal or grant application; or (2) specified to be delivered under this Agreement; or (3) developed or produced and paid for in whole or in part by this Agreement. The term does not include financial reports, cost analysis, and other information incidental to Scholarship administration.

- K. Performance Schedule.** During the term of this Agreement, the Recipient agrees and assures that it shall complete the activities of this Agreement in accordance with the Performance Schedule.
- L. Disclosure of Information.** Neither the Recipient nor its agents or subcontractors shall disclose information or documents created in connection with this Agreement to any other party, without the prior written consent of the Grantee. Neither the Recipient nor its agents or subcontractors shall use information or documents created or maintained in connection with this Agreement to further any private interest other than as contemplated by this Agreement, without the prior written consent of the Grantee.

SECTION III SCHOLARSHIP FUNDING

- A. Sources of Scholarship Funding.** The Scholarship Requirements described in this Agreement shall be financed in part by federal funds to be disbursed by the Grantee. The Grantee, subject to the further terms of this Agreement, shall commit funds in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) (the "Award") to complete the Scholarship Requirements.
- B. Payment of Scholarship Funds.** The Grantee, subject to the terms of this Agreement, shall pay to the Recipient for proper and allowable expenditures made by the Recipient in connection with this Agreement, a total reimbursement not to exceed the amount of the Award. The obligation of the Grantee to pay such reimbursement is conditioned upon the Recipient meeting all of the following conditions to the satisfaction of the Grantee: (1) satisfactory performance and completion of the Scholarship Requirements in accordance with this Agreement, (2) submission of a completion report within thirty (30) days following Grantee approval of the completed Scholarship

Requirements, (3) submission of a comparison of the final budget to the Budget, and (4) a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed. No reimbursement shall be made for unallowable or improper expenditures. In making the claim for reimbursement, the Recipient shall use the form entitled "Request for Reimbursement" provided by the Grantee.

- C. Allowable Expenditures.** Subject to the terms of this Agreement and in accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 C.F.R. Part 200 *et seq.*, the Historic Preservation Fund Grant Manual (most recent edition) and the Grant Manual, the Recipient shall be reimbursed for no more than 100% of the costs incurred in connection with the Scholarship Requirements undertaken following the execution of this Agreement.

Any Scholarship Requirements expenditure incurred in the current fiscal year shall be fully documented by the Recipient. Likewise, any expenditure incurred in a subsequent fiscal year shall be fully documented by the Recipient. Every request for reimbursement shall be submitted to the Grantee on a form prescribed by the Grantee and appropriate documentation shall be appended to the request. No expenses incurred for Scholarship Requirements prior to the effective date of this Agreement or subsequent to the End Date shall be eligible for reimbursement.

Only direct expenditures for Scholarship Requirements are eligible for reimbursement. Indirect expenditures are not eligible for reimbursement and the Grantee will automatically eliminate any expenses it deems to be an indirect expenditure from the Recipient's reimbursement requests.

Furthermore, the Recipient shall not be entitled to reimbursement for any costs the Grantor in its sole judgment deems unallowable. In no event, however, shall the Grantee's obligation to provide reimbursement for allowable expenditures exceed the Award.

- D. Repayment of Funds.** If this Agreement is terminated pursuant to Section X of this Agreement, the Recipient will be required to repay any federal funds previously disbursed for Scholarship Requirements not meeting the requirements of this Agreement. If, at any time before the expiration of the Retention Period, it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Recipient shall immediately repay the funds at issue upon demand by the Grantee.

SECTION IV NONASSIGNABILITY

The Recipient shall not assign or otherwise transfer any interest in this Agreement or the Scholarship in any manner not provided for in this Agreement.

**SECTION V
RESPONSIBILITY, INDEMNIFICATION & DELEGATION**

- A. Responsibility and Indemnification Obligation.** The Recipient shall be solely responsible for the acts, omissions, and negligence of its principals, employees, representatives, and agents. Accordingly, to the extent permitted by law, the Recipient shall indemnify and hold harmless the Grantee and its officers, agents, and employees from and against all claims, damages, losses, or expenses arising out of or resulting from any performance or non-performance under this Agreement. The indemnification established under this Section shall apply to any claim, damage, loss, or expense which is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting from injury or destruction, and (2) caused in whole or in part by any negligent act or omission, or any willful misconduct by the Recipient, any subcontractor, or anyone directly or indirectly employed by any one of them, or anyone for whose acts any one of them may be liable. The indemnification established under this Section shall apply regardless of whether the injury, sickness, disease, or death, or injury to or destruction of property is caused in part by a party indemnified by this Section. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.
- B. Non-Limitation.** In any and all claims against the Grantee or any of its officers, agents, or employees by an employee of the Recipient, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Recipient or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- C. Delegation.** The Recipient shall not delegate any duties or obligations under this Agreement to any party unless the Grantee has given written consent to the delegation.

**SECTION VI
COMPLIANCE WITH LAWS, REGULATIONS, GUIDELINES, AND POLICIES**

The Recipient, in the performance of all activities under this Agreement, shall comply and require compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and of local government and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service or activity under this Agreement. The Recipient shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations which are made applicable to this Agreement by Executive Order of the President of the United States, by the Governor of the State of Michigan, by the Grantor, by the Michigan Attorney General, by the Grantee, by the U.S. Congress, or by the Michigan State Legislature, in connection with this grant and pursuant to the Act.

In addition to the terms detailed in this Agreement, all Federal requirements governing grants (2 C.F.R. Part 200, consolidating and/or superseding OMB Circulars A-87, A-21 or A-122, which concern cost principles; A-102 or A-110, which concern administrative requirements; and A-133, which concern audit requirements) are applicable.

SECTION VII DISPUTE RESOLUTION

Any dispute arising under this Agreement that is not amicably resolved by the parties shall be determined by the Grantee, which shall reduce its decision to writing and furnish a copy of it to the Recipient. The decision of the Grantee shall be final and shall control the subsequent dealings of the parties. The decision shall not bar the Recipient from seeking judicial review or other alternative recourse.

The occurrence of a dispute shall not excuse performance and compliance by the Recipient either prior to or during the pendency of the determination of the Grantee.

SECTION VIII MODIFICATIONS

The Grantee or the Recipient may request modification of the Scholarship Requirements, Budget, or scholarship Performance Schedule to be performed by the Recipient, provided that such a modification comports with the intents and purposes of this Agreement and is consistent with the Act, and the regulations, limitations, guidelines, policies, and interpretations prescribed by the Grantor pursuant to that Act. All requests for modification shall be submitted in written form by the duly authorized scholarship representative of the party requesting modification prior to their implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

The modification of a technical specification or procedure for Scholarship Requirements that, if approved, will not affect or alter other terms of this Agreement may be accomplished by the written approval of the Grantee's designee. The modification shall not require the execution of an amendment to this Agreement, but shall constitute, upon proper approval, a part of this Agreement. Except for approved changes of technical specifications or procedures as above provided, the modification of any of the other terms of this Agreement shall not be valid unless such modification is first approved in writing by both the Grantee and Recipient and only if such modification, after approval, is incorporated in a written amendment of this Agreement which is executed by the Grantee and the Recipient.

The Grantee alone shall determine whether a requested modification constitutes a request for change of a technical specification or procedure which will not further affect or alter this Agreement or whether the requested modification constitutes a request for modifying the terms of this Agreement.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, or employee of the Grantee or Recipient, either before or after the execution of this Agreement, shall modify any of the terms of this Agreement unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement, in an amendment to this Agreement, or in a written approval with

respect to the modification of a technical specification or procedure for performance of Scholarship Requirements.

SECTION IX TERMINATION OF AGREEMENT FOR UNAVAILABILITY OF STATE OR FEDERAL FUNDS

It is the intent and understanding of both parties that this Agreement is contingent upon the receipt by the Grantee of federal funds pursuant to the Act, and/or the receipt of state funds appropriated by the Michigan State Legislature. If federal funds approved or obligated by the Grantor for administration by the Grantee in connection with this project are at any time rendered unavailable to the Grantee by the Grantor, or if state funds intended for expenditure to support this Agreement are made unavailable by the Michigan State Legislature or some other state funding authority, such as the Michigan Department of Technology, Management and Budget, the Grantee shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Recipient. Should this Agreement be terminated by reason of the unavailability of state or federal funds for the Scholarship purposes, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Recipient under this Agreement prior to the effective date of such termination shall be made accessible in the form of copies to both the Grantee and Grantor.

In the event of termination under this provision the Recipient shall be entitled to receive reimbursement for allowable expenditures incurred prior to the effective date of termination if the Grantor approves and releases funds for that reimbursement. Reimbursement to the Recipient, in the event of termination under this provision, shall be made in accordance with Section III of this Agreement.

SECTION X WITHHOLDING OF FUNDS, SUSPENSION, AND TERMINATION OF AGREEMENT

A. Applicability. When a Recipient has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Grantee may suspend the Scholarship, terminate the Scholarship for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not prevent the Grantee from withholding funds because of the Recipient's failure to comply with the requirements of this Agreement or observe applicable Federal or State requirements.

1. Withholding of payments. The Grantee may withhold payments otherwise due to a Recipient if the Recipient has failed to comply with the Agreement's reporting requirements, program objectives, or Award conditions (the "Deficiency"). The Grantee will provide a written advance notification to the Recipient identifying the Deficiency and declaring its intent to withhold future payments if the Deficiency is not corrected by a specific date (the "Cure Date"). If the Deficiency is not corrected by the Cure Date, the Grantee will notify the Recipient by letter that payments will not be made until the Deficiency is corrected. When the Deficiency is fully corrected,

payments will be released. Continued noncompliance or a failure to act by the Recipient may result in suspension or termination of this Agreement. (Scholarship suspensions or terminations include not only payments being withheld, but also that no additional costs, or only very limited additional costs, may be authorized by the Grantee to be incurred by the Recipient).

2. Suspension. Suspension is an action taken by the Grantee, which temporarily withdraws or limits a Recipient's authority to act or receive any benefits relating to the Agreement pending either (1) a corrective action by the Recipient as specified by the Grantee or (2) a decision by the Grantee to terminate the Agreement.
 - a. Notification. When a Recipient has materially failed to comply with the terms and conditions of this Agreement, the Grantee may suspend the Agreement, in whole or in part, after giving the Recipient 30 days written notice to provide the Recipient the opportunity to cure the condition or show cause as to why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Recipient, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Grantee's responsibility to protect the Government's interest.
 - b. Commitments. No commitment of funds incurred by the Recipient during a period of the suspension will be allowed under this Agreement, unless the Grantee expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Recipient could not reasonably avoid during a period of suspension will be allowed if they result from charges properly incurred by the Recipient before the effective date of the suspension, and not in anticipation of suspension or termination.
 - c. Adjustments to payments. Appropriate adjustments to payments submitted by the Recipient after the effective date of suspension will be made either by withholding the payments or by not allowing the Recipient credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 - d. Suspension period. A suspension will remain in effect until the Recipient has (1) taken corrective action to the satisfaction of the Grantee, (2) given written evidence satisfactory to the Grantee that corrective action will be taken, or (3) until the Grantee terminates the Agreement.
3. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
 - a. Termination for cause. The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Recipient has failed to comply with the terms and conditions of this Agreement. The Grantee will promptly notify the Recipient in writing of the termination and provide the reasons for the

termination, together with the effective date. Payments made to the Recipient or recoveries by the Grantee under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. The Grantee or the Recipient may terminate this Agreement in whole or in part when both parties agree that the continuation of the Scholarship Requirements would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect any preservation agreement or covenant that may be executed as a prior condition for this scholarship assistance. An amendment to this Agreement is required for all terminations for convenience.
- c. Termination by Recipient. The Recipient may, with written notification to the Grantee, unilaterally cancel this Agreement at any time prior to the first payment on the Agreement. Once initiated, no Scholarship Requirements financed with Scholarship proceeds shall be terminated by a Recipient prior to satisfactory completion without approval of the Grantee. After the initial payment, the scholarship may be terminated, modified, or amended only by mutual agreement of the Recipient and the Grantee pursuant to its terms. Requests for termination prior to completion must fully explain the reasons for the action.
- d. Commitments. If this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion after the effective date of the termination. The Recipient will cancel as many outstanding obligations as possible. The Grantee will allow full credit to the Recipient for the Federal share of the non-cancellable obligations properly incurred by the Recipient prior to termination. Costs incurred after the effective date of the termination will be disallowed.

In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Recipient under this Agreement prior to the effective date of termination shall become the property of the Grantee. However, the Recipient shall be entitled to retain copies.

The Recipient, in the event of termination under this provision, shall be entitled to receive reimbursement for expenditures made and services satisfactorily performed under this Agreement prior to the effective date of such termination. When the Secretary of the Interior's Standards are cited in Section I of this Agreement, the Recipient shall only be entitled to reimbursement for the Scholarship Requirements that meets the Secretary of the Interior's Standards. Reimbursement to the Recipient, in the event of termination under this provision, shall be made in accordance with Section III of this Agreement.

Notwithstanding the foregoing, the Recipient shall not be relieved of its liability to the Grantee for the damages sustained by the Grantee as the result of any breach of this Agreement until the Grantee so releases the Recipient and has determined for the purpose of set-off the exact amount of damages due the Grantee.

**SECTION XI
EFFECTIVE DATE OF THE TERMS OF AGREEMENT**

The parties agree and understand that this Agreement shall not take effect unless this Agreement is signed by both the Grantee and the Recipient. If the Grantee's signature is not obtained, then any Scholarship Requirements performed or expenses incurred by the Recipient in performance of this Agreement shall be performed or incurred by the Recipient at risk of non-reimbursement.

Although this Agreement may have been signed by both parties, any Scholarship Requirements performed or expenses incurred by the Recipient in fulfillment of this Agreement, when federal authorization for that fiscal year is lacking, shall be performed or incurred at the sole and singular risk and expense of the Recipient.

**SECTION XII
SEPARABILITY OF PROVISIONS**

It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of such an invalid provision alters the basic intent or purpose of this Agreement, causes an increase of the Grantee's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy, or interpretation prescribed by the Grantor under the Act.

**SECTION XIII
EXECUTION AND IMPLEMENTATION**

- A. Counterparts; Facsimile/PDF Signatures.** This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes and shall become effective on the date of the final signature.
- B. Waiver.** A failure or delay by the Grantee 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.
- C. Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter, and supersedes all prior agreements whether written or oral, with respect to the subject matter of this Agreement.
- D. 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 Recipient 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 Recipient resides, in or outside of the United States.

IN WITNESS WHEREOF the parties to this Agreement, by their respective and duly authorized representatives, hereto subscribe and execute this Agreement as of the day and year first written above.

REMAINDER OF PAGE BLANK

GRANTEE

STATE HISTORIC PRESERVATION OFFICE

DocuSigned by:

Ryan Schumaker

By: RYAN M. SCHUMAKER

Its: STATE HISTORIC PRESERVATION OFFICER

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RECIPIENT

CITY OF DETROIT

DocuSigned by:

Janeese Chapman

By: JANESE CHAPMAN
Its: DIRECTOR, HISTORIC DESIGNATION
ADVISORY BOARD

EXHIBIT A

SCHOLARSHIP REQUIREMENTS

[Follows under this cover]

CG24-465c
WITH THE CITY OF DETROIT
FOR
HISTORIC PRESERVATION TRAINING
SCHOLARSHIP REQUIREMENTS

Section I
Scholarship Overview

The objective of this Scholarship is for the Recipient to send staff to the Congress for the New Urbanism, in accordance with the scholarship application made by the Recipient and incorporated into this Exhibit A.

Scholarship Requirements Completion Report and Reimbursement Request. The Recipient shall prepare and submit to the Grantee one (1) copy of the Grant Reimbursement Request and a proper claim for reimbursement, which shall be supported by documentation of the expenditures claimed, by August 31, 2026.

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**CERTIFIED LOCAL GOVERNMENT PROGRAM
TRAINING AND CONTINUING EDUCATION FUNDING SUPPORT**

1. Applicant Information

City of Detroit	Janese Chapman, Director HDAB
Name of Certified Local Government	Contact Name/Title
2 Woodward Avenue, Suite 218, Detroit, MI	
Mailing Address	
chapmanj@detroitmi.gov	313-446-2058
Email Address	Phone Number

2. Attendee Information (for individual event attendance only)

Person 1

Congress for the New Urbanism	CNU
Name of Event	Host Organization
Providence, RI	June 11-14, 2025
Event Location	Event Dates
Kelsey Maas	CLG Staff (Preservation Planner)
Name of Person Seeking Training	Community Role (e.g., CLG staff or HDC chair)
How long have you served in this role? If a commissioner, term dates:	Have you attended this event before?
2.75 years	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, most recent year: _____

Person 2

n/a	
Name of Event	Host Organization
Event Location	Event Dates
Name of Person Seeking Training	Community Role (e.g., CLG staff or HDC chair)
How long have you served in this role? If a commissioner, term dates:	Have you attended this event before?
	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, most recent year: _____

3. Community-Specific Training

n/a

Name/Type of Training Requested

Providing Organization

Anticipated Date(s) and Location, if known

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4. Funding Request

Amount Requested from SHPO: \$1,500

How will reimbursable expenses be paid upfront?

Municipal funds Personal funds Other: _____

CLG Verification

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

I further understand that the CLG will, if selected for funding, enter into a grant agreement with SHPO. In accordance with the grant agreement, funds for training and continuing education will be paid on an expense reimbursement basis only and that no funds can be expended prior to the execution of the grant agreement. I understand that the CLG or attendee, as applicable, will be required to pay for expenses upfront and that the CLG will be required to submit a reimbursement request form and proof of expenses to SHPO no later than thirty (30) days after completion of the event. SHPO will only make payments to the CLG, not private individuals.

DocuSigned by:

Janese Chapman
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Signature of Authorized Official

Janese Chapman

Printed Name of Authorized Official

5/2/2025

Date

Director, Historic Designation Ad

Title

DocuSign Envelope ID: BDBC138B-02D4-4437-8161-6C85AFC87F67

TRAINING AND CONTINUING EDUCATION FUNDING SUPPORT QUESTIONS

1. Briefly describe why funding is needed to support this event.

This scholarship is needed in order to fund professional development training for the Historic Designation Advisory Board's (HDAB) preservation planner who would be unable to attend the conference without funding assistance.

2. Briefly identify the particular topics of interest at this event and how it relates to issues/concerns/needs in the local community.

While the specific session descriptions for this year's Congress of the New Urbanism (CNU) have yet to be released, previous CNU events had sessions on restoring urban fabric, form-based codes and historic preservation, architectural design and historic tax credits, appropriate infill, and recovering main street architecture. In general, CNU emphasizes human-scaled urban design and this year's conference will focus on resilience. Urban renewal, vacancy, and disinvestment have all significantly affected Detroit and its historic resources. As Detroit now experiences increased development and reinvestment, it is important that this is done thoughtfully to ensure the historic built environment is not only protected, but that it is incorporated and reactivated into Detroit's many diverse neighborhoods.

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3. Briefly describe what the CLG/attendee hopes to gain from the requested event. How will their participation benefit the community's preservation program?

The HDAB preservation planner attending CNU has not attended a national preservation or planning conference. This opportunity would allow her to learn the best practices and current trends affecting and relevant to historic preservation from a national perspective. She aims to connect specifically other legacy city communities to learn about relevant initiatives happening elsewhere and foster connections with peer communities. This conference will expand HDAB's professional network and provide case studies from a wide range of communities that will inspire and provide resources on future preservation planning in Detroit.

4. Briefly describe how the information learned will be shared with others and/or used locally.

The HDAB staff member will share notes and conference materials (presentations, resource guides, etc.) with the Historic Designation Advisory Board and Historic District Commission departments. She will also provide an update of the event at the monthly Preservation Interdepartmental meeting, which includes all preservation staff for the city. The skills and concepts learned at CNU will be implemented in ongoing and future preservation planning efforts for Detroit. Examples include, but are not limited to the city-wide preservation plan, the city-wide master plan, historic resource surveys, future grant applications, new preservation policies and ordinances, and department best practices.

EXHIBIT B

SCHOLARSHIP BUDGET

[Follows under this cover]

CG24-465c
WITH THE CITY OF DETROIT
FOR
HISTORIC PRESERVATION TRAINING
SCHOLARSHIP BUDGET

WORK ITEMS	CLG FUNDS	MATCH FUNDS	SCHOLARSHIPTOTAL
Conference Attendance	\$1,500	\$0	\$1,500
TOTAL	\$ 1,500.00	\$0	\$ 1,500.00

REIMBURSABLE SOURCE	
Recipient:	CITY OF DETROIT
Source:	Public
Kind:	Cash
Amount:	\$1,500
Total	\$1,500

EXHIBIT C

PERFORMANCE SCHEDULE

[Follows under this cover]

CG24-465c
WITH THE CITY OF DETROIT
FOR
HISTORIC PRESERVATION TRAINING
PERFORMANCE SCHEDULE

Performance Items	
May 2025	Scholarship agreement executed
Conference Attendance	
June 2025	Congress for the New Urbanism
Project Close-Out	
No later than August 31, 2026	Recipient submits Scholarship Completion Report and Grant Reimbursement Request to Grantee for review
Within 30 days of receipt of Grant Reimbursement Request	Anticipated reimbursement from Grantee