

AGENDA REPORT

TO: Mayor & City Commissioners
FROM: Ken Hibl, City Manager
DATE: March 31, 2016
RE: Façade Grant Third Party Administrator Contractual Agreement

For the Agenda of April 4, 2016

Background. The City of Clare has been awarded a Community Development Block Grant (CDBG) by the Michigan Economic Development Corporation (MEDC) to provide the owners of seven historic buildings in downtown Clare funding assistant to restore the facades of their buildings. The City solicited proposals for a Third Party Administrator to administer the CDBG; Ms. Sarah Adkins, an MEDC-certified grant administrator of the MidMichigan Community Action Agency, was selected as the TPA by the City. We are now required to execute a contractual agreement for the services provided by Ms. Adkins.

The proposed agreement (*copy att'd*) is required to be in a format prescribed by the Michigan Economic Development Corporation and must be approved by the MEDC before Sarah can provide the administrative services associated with the grant.

MMDC and the City have reviewed the proposed contract and are in agreement with its content. The City Commission is asked to approve the agreement so it can be forwarded to the MEDC for its endorsement.

Issues & Questions Specified. Should the City Commission approve the proposed contract?

Alternatives.

1. Approve the proposed contract as presented.
2. Approve the proposed contract with amendment and/or modification.
3. Do not approve the proposed contract.
4. Set aside decision regarding this matter to a subsequently scheduled public meeting.

Financial Impact. The cost of Sarah's fees for administrative services is \$15K; these costs will be deferred by and are an approved item of cost of the CDBG.

Recommendation. I recommend that the City Commission approve the proposed contractual agreement by adoption of Resolution 2016-036.

Attachments.

1. Proposed Contract.
2. Resolution 2016-036.

CONTRACT FOR CONSULTANT SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSULTANT SERVICES

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of Clare, State of Michigan (hereinafter called the "GRANTEE"), acting herein by Patrick Humphrey, Mayor, hereunto duly authorized, and Mid Michigan Community Action Agency, Inc. a 501(c)3 non-profit organization organized under the laws of the State of Michigan (hereinafter called the "CONSULTANT"), acting herein by Sarah Adkins, Certified Grant Administrator for Mid Michigan Community Action Agency, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Michigan, MEDC, CDBG Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on March 21, 2016, and shall end on August 31, 2017. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the MEDC.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

4) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the MEDC for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed fifteen thousand five hundred Dollars (\$15,500.00). CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

- a) Cost Reimbursement: For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.
- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

5) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the Grantee. The CONSULTANT may retain reproducible copies of drawings and other documents.

6) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

7) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

8) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference herein.

9) Address of Notices and Communications

Ken Hibl
City Manager
202 West Fifth Street
Clare, Michigan 48617

Jill Sutton
Executive Director
1574 East Washington Road
P.O. Box 768
Farwell, Michigan 48622

10) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11) Authorization

This Agreement is authorized by the City of Clare, Resolution 2016-031 adopted March 21, 2016, copies of which are attached hereto and made a part hereof.

ATTEST:

City of Clare, Michigan

By: _____
Mayor Pat Humphrey

Date: _____

Mid Michigan Community Action Agency, Inc.

By: _____
Sarah Adkins, Certified Grant Administrator

Date: _____

PART II -- TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

B. TERMINATION FOR CONVENIENCE OF THE GRANTEE

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

C. CHANGES

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. PERSONNEL

- a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.
- b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Grantee may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the GRANTEE or any

authorized representative, and will be retained for five years after the MEDC has officially closed-out the CDBG Program unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d) The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation

of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

N. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The MEDC grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years from the official date of close out of the grant by the MEDC.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- CONSULTANT's Insurance: The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Michigan State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.
- Compensation Insurance: Before any work is commenced, the CONSULTANT shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
- Commercial General Liability Insurance: The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of at least \$1,000,000 which names the City, including its officers and employees, as an insured or additional insured and certificate holder.
- Insurance Covering Special Hazards: Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- Licensed and Non-Licensed Motor Vehicles: The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of at least \$1,000,000 per occurrence for bodily injury/property damage which names the City, including its officers and employees, as an insured or additional insured and certificate holder. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
- Subcontractor's Insurance: The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this contract shall be in the Clare County District Court, county of Clare, State of Michigan.

T. CODE OF ETHICS

The CONSULTANT acknowledges that standards of conduct and ethics, State Ethics Act, 1973 PA 196, MCL 15.341 et seq., applies to the Contracting Party in the performance of services called for in this contract. The CONSULTANT agrees to immediately notify the state if potential violations of the Act arise at any time during the term of this contract.

U. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

V. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

W. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

NOTE TO GRANTEE ON SCOPE OF SERVICES AND PAYMENT SCHEDULE:

1. *The list of the scope of services is just an example. The grant recipient should delete any services not needed for this particular contract; or add services that are needed.*
2. *The use of unit and lump sum prices are just an example. The grant recipient may require all tasks be performed on a cost reimbursement basis. The grant recipient should insure that the unit price and/or lump sum price payment requirements are deleted from Part I Section 5 of the contract if they are not used.*
3. *Any use of unit and lump sum prices assumes the grant recipient has conducted the required (24 CFR 85.36(f)) cost price analysis according to the steps outlined in HUD's Quick Guide to Cost Price Analysis, found in Exhibit 6-5, and maintains sufficient detail [Exhibit 6-4 Excel] to establish the basis of the price (24 CFR 85.36(b)(9)).*

PART III – SCOPE OF SERVICES AND PAYMENT SCHEDULE

I. General Tasks

- Establish project files in the GRANTEE's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the GRANTEE's files.
- With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- Prepare the Section 504 self-evaluation and transition plan, if applicable.

- Prepare one analysis of impediments to fair housing.
- Ensure all Citizen Participation Requirements are met.
- Assist GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.
- Prepare progress reports for the GRANTEE, including obtaining financial and employment data from the developer. The estimated units for this task are 3 semi-annual progress reports;
- Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for GRANTEE, and preparing environmental review amendments for GRANTEE.

Total estimated hours for General Tasks:

II. Financial Management

- A. Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG Program. The estimated units to complete this task are ___;
- B. Ensure that the GRANTEE has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- C. Make progress inspections and certify private investment.
- D. Provide assistance during annual audit of CDBG programs, as necessary.

Total estimated hours for Financial Management:

III. Environmental Review - per project

- A. Assist GRANTEE with determining the required level of environmental review and prepare the required paperwork.
- B. Assist GRANTEE in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the GRANTOR.

Total estimated hours for Environmental Review:

IV. Land Acquisition, Relocation, and One for One Replacement

- A. Assist GRANTEE in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc.).
- B. Assist GRANTEE in complying with regulations governing relocation of persons, including individuals, businesses and farms.
- C. Assist GRANTEE in complying with regulations governing the demolition/conversion of lower income dwelling units and the replacement of such dwelling units.

Total estimated hours for Land Acquisition, Relocation, and One for One Replacement:

V. Procurement

- A. Establish and maintain Procurement Policies and files.
- B. Assist the GRANTEE in preparing all RFPs/RFQs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects
- C. Review and analyze proposals for qualifications, cost, and other factors.
- D. Provide required procurement reports to and obtain approvals from MEDC as appropriate.
- E. Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- F. Maintain Section 3 file for each contract in excess of \$100,000.

- G. Provide annual Project DBE and other related procurement reports.

Total estimated hours for Procurement:

VI. Construction and Labor Compliance

- A. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
- C. Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, etc.
- D. Obtain contractor clearance(s).
- E. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- G. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- H. Assist the project architect/engineer in obtaining any necessary permits.
- I. Monitor Section 3, DBE and other contractor and subcontractor reports.

Total estimated hours for Construction and Labor Compliance:

VII. Monitoring and Close Out

- A. Attend and assist the GRANTEE during the MEDC's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
- B. Prepare close-out documents.
- C. Conduct and document Performance Public Hearings on an annual and/or project basis as required.

Total estimated hours for Monitoring and Close Out:

VIII. National Objective Compliance, Surveys, and Income verification

- A. Compile semi-annual employment data from developer and submit to GRANTEE on a timely basis. The estimated units for this task are 3 semi-annual job summary reports and associated income certification forms.
- B. Conduct surveys in accordance with HUD guidelines to determine low/moderate income beneficiaries as needed for applications for which Census data cannot be used.
- C. Determine eligibility of area wide target areas using Census data and LOGRECO mapping system.

Total estimated hours for National Objective Compliance, Surveys, and Income Verification:

TOTAL FOR ALL TASKS:

RESOLUTION 2016-036

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A CONTRACTUAL AGREEMENT WITH MS. SARAH ADKINS OF THE MIDMICHIGAN COMMUNITY ACTION AGENCY FOR ADMINISTRATIVE SERVICES RELATED TO A MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO IMPROVE THE HISTORIC FACADES OF SEVEN DOWNTOWN CLARE BUILDINGS.

WHEREAS, the City applied for and received an MEDC-administered CDBG for improvement of the facades of seven downtown buildings; and

WHEREAS, said grant included funding for administration services; and

WHEREAS, the City does not have an on-staff, MEDC-certified individual qualified to administer said grant; and

WHEREAS, the City solicited proposals for MEDC-certified individuals qualified to administer said grant; and

WHEREAS, the City selected Ms. Sarah Adkins, an employee of MidMichigan Community Action Agency (MMCAA) qualified by MEDC to administer said grant; and

WHEREAS, the grant guidelines require that a formal contractual agreement, said agreement to follow the specific format dictated by MEDC, be executed between the City (grant recipient) and the MEDC-certified grant administrator; and

WHEREAS, the City Staff, in coordination with the MEDC Staff and Ms. Adkins, formulated a contractual agreement in the format specified by MEDC and presented it to the Clare City Commission for consideration and approval and

WHEREAS, the City Commission has duly reviewed and considered said agreement.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Clare hereby a contractual agreement for administrative services between the City of Clare and Ms. Sarah Adkins of the MidMichigan Community Action Agency to facilitate Ms. Adkins to administer a MEDC Community Development Block Grant to improve the facades of seven historic buildings in downtown Clare, the terms and conditions of said agreement as outlined therein.

BE IT FURTHER RESOLVED THAT the City Commission understands and accepts that said agreement is subject to the final review and concurrence of the Michigan Economic Development Corporation and that any changes to said administrative services contractual agreement deemed necessary by MEDC will be required to be made.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____and supported by Commissioner_____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 4th day of April 2016.

Diane Lyon, City Clerk