

**OSHTEMO CHARTER TOWNSHIP BOARD  
7275 West Main Street  
Kalamazoo, MI 49009**

**November 29th, 2022**

Refer to [Township Board Agenda Packet](#) page 3 for Virtual Meeting Information

**REGULAR MEETING  
6:00 P.M.  
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Public Comment on Non-Regular Session Items

**WORK SESSION ITEMS**

4. Discussion on Atlantic Ave Transportation Acquisition
5. Other Updates & Business

**BREAK (Time Permitting) – 7:05 P.M.**

**REGULAR SESSION ITEMS – 7:15 P.M.**

6. Consent Agenda
  - a. Approve Minutes – Special Meeting November 9<sup>th</sup>, 2022 & Regular Meeting November 15, 2022
  - b. Receipts & Disbursements Report
  - c. County ARPA Grant Agreement
  - d. Employee Holiday Dinner
  - e. Job Descriptions Amendments
7. 2023 Property & Liability Insurance Renewal
8. Discussion on USDA Sewer Expansion
9. Consideration of 4<sup>th</sup> Quarter Budget Amendments
10. Consideration of Parkview Ave Design Amendments
11. Consideration of Atlantic Avenue Agreement
12. Consideration of Compensation Policy Amendment for New Hires
13. Public Comment
14. Board Member Comments
15. Adjournment

**Policy for Public Comment  
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email ([oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org)), walk-in visits, or by appointment.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

(adopted 5/9/2000)  
(revised 5/14/2013)  
(revised 1/8/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday, 8:00 a.m. – 5:00 p.m., and on Friday, 8:00 a.m. – 1:00 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at [www.oshtemo.org](http://www.oshtemo.org), email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to [oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

<b>Oshtemo Township Board of Trustees</b>		
<b><u>Supervisor</u></b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
<b><u>Clerk</u></b>		
Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
<b><u>Treasurer</u></b>		
Clare Buszka	216-5260	<a href="mailto:cbuszka@oshtemo.org">cbuszka@oshtemo.org</a>
<b><u>Trustees</u></b>		
Cheri Bell	372-2275	<a href="mailto:cbell@oshtemo.org">cbell@oshtemo.org</a>
Kristin Cole	375-4260	<a href="mailto:kcole@oshtemo.org">kcole@oshtemo.org</a>
Zak Ford	271-5513	<a href="mailto:zford@oshtemo.org">zford@oshtemo.org</a>
Kizzy Bradford	375-4260	<a href="mailto:kbradford@oshtemo.org">kbradford@oshtemo.org</a>

<b>Township Department Information</b>			
<b><u>Assessor:</u></b>			
Kristine Biddle	216-5225		<a href="mailto:assessor@oshtemo.org">assessor@oshtemo.org</a>
<b><u>Fire Chief:</u></b>			
Greg McComb	375-0487		<a href="mailto:gmccomb@oshtemo.org">gmccomb@oshtemo.org</a>
<b><u>Ordinance Enforcement:</u></b>			
Rick Suwarsky	216-5227		<a href="mailto:rsuwarsky@oshtemo.org">rsuwarsky@oshtemo.org</a>
<b><u>Parks Director:</u></b>			
Karen High	216-5233		<a href="mailto:khigh@oshtemo.org">khigh@oshtemo.org</a>
Rental Info	216-5224		<a href="mailto:oshtemo@oshtemo.org">oshtemo@oshtemo.org</a>
<b><u>Planning Director:</u></b>			
Iris Lubbert	216-5223		<a href="mailto:ilubbert@oshtemo.org">ilubbert@oshtemo.org</a>
<b><u>Public Works Director:</u></b>			
Anna Horner	216-5228		<a href="mailto:ahorner@oshtemo.org">ahorner@oshtemo.org</a>

## Zoom Instructions for Participants

### Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 11-digit Meeting ID.

### To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](https://join.zoom.us) on any browser and entering this **Meeting ID: 847 8738 6796**

If you are having trouble hearing the meeting or do not have the ability to join using a computer, tablet, or smartphone then you can join via conference call by following instructions below.

### To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **847 8738 6796#**

### Participant controls in the lower-left corner of the Zoom screen:



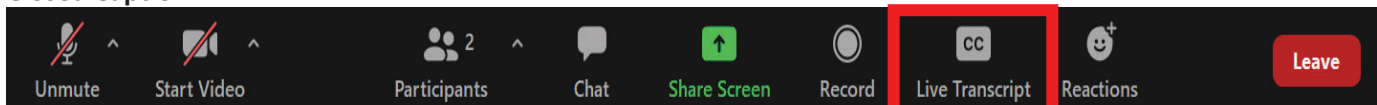
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

If you are attending the meeting by phone, to use the “Raise Hand” feature **press \*9 on your touchtone keypad.**

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.

### Closed Caption:



### Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

1. Click on the “Live Transcription” button.
2. Then select “Show Subtitle”.

# Memorandum

**Date:** 22 November 2022  
**To:** Township Board  
**From:** Libby Heiny-Cogswell  
**Subject:** ARPA Grant Contract Agreement

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## **Objective**

Township Board consideration of entering into agreement with County for the \$250K ARPA non-motorized path grant.

## **Background**

The Township was awarded ARPA federal funds for the KL Avenue Path Project.

## **Information Provided**

County ARPA Agreement

## **Core Values Recognized**

*Sustainability (Meet the needs of the present without compromising future generations), Integrity (Decisions are made logically through the collection of evidence, facts, and public input)*



**Grant Agreement Between  
KALAMAZOO COUNTY GOVERNMENT  
and**

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**THIS AGREEMENT (“Agreement”)** is made and entered into by and between the **COUNTY OF KALAMAZOO** (the “County”), a Michigan municipal corporation and political subdivision of the State, and \_\_\_\_\_ (“Grant Recipient” or “Recipient”) (collectively “Parties”) as of \_\_\_\_\_ and shall continue through \_\_\_\_\_ (the “Performance Period”).

**WHEREAS**, the County is the recipient of the “American Rescue Plan Act” State and Local Fiscal Recovery Funds (“ARP” or “Funds”) totaling Fifty-One Million Four Hundred Eight Five Thousand Nine Hundred Sixty-Three and 00/100 Dollars (\$51,485,963.00); and

**WHEREAS**, the County has determined that the Grant Recipient is able and willing to assist in recovery efforts from the impacts of the COVID-19 pandemic; and

**WHEREAS**, the Grant Recipient will agree to undertake, perform, and complete the following project (“Project”):

**NOW, THEREFORE**, in consideration of the covenants and promises contained in this Agreement, the parties agree as follows:

- 1. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it hereunder on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and, unless this Agreement is terminated as authorized in this Agreement, shall continue said services through the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, time being of the essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Grant Recipient. In the event this Agreement is terminated by the County for reasons other than Grant Recipient's breach of this Agreement, the Grant Recipient shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in this Agreement multiplied (x) by the number of months in which the Grant Recipient performed services under this Agreement prior to the effective date of termination. Any funds received by the Grant Recipient that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Grant Recipient and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

2. **Scope of Services.** The Grant Recipient shall perform those services described with particularity in Attachment A, Scope of Work, which is incorporated by reference as if stated fully herein.
3. **Terms and Conditions.** In addition to the provisions of this Agreement, the parties will perform all requirements herein in conformance with the Terms and Conditions attached as Attachment C and incorporated in this Agreement by reference.
4. **Grant Funding Timeline.** Grant Recipient hereby acknowledges and agrees that all eligible expenses will be obligated by December 31, 2024 and expended by December 31, 2026.
5. **Compensation.** It is expressly understood and agreed that in no event will the total grant award to be paid by the County to the Grant Recipient under this Agreement exceed the sum of \_\_\_\_\_ ("Grant Award"). The Grant Recipient shall receive said compensation as invoiced herein, or as otherwise directed by the Grant Administrator. **Payment by the County to the Grant Recipient is subject to the availability of funds as determined by, and in the sole discretion of, the Kalamazoo County Board of Commissioners. It is expressly understood that the grant is exclusively ARP Funds.**

The County hereby grants funds as set forth in Attachment B – Grant Award Budget, which is incorporated by reference as if fully stated herein. If the funds granted in this Agreement, or any portion thereof are found to be unauthorized by either the laws of the United States, the State of Michigan, an opinion issued by the Michigan Attorney General, a Michigan Court Decision, or in any future audit of the County, the Grant Recipient shall reimburse the County for all such funds found to be unauthorized. Any unused and unobligated funds provided under this Agreement in the Grant Recipient's possession when this Agreement terminates shall be returned to the County.

- a. **Indirect expenses.** Indirect costs shall not exceed ten percent (10%) of the total grant request, as reflected in Attachment B or the current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals.
- b. **Cost Reimbursement.** This is a cost reimbursement agreement. The County shall reimburse the Grant Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount approved by the County Board of Commissioners, subject to legality of the expenditures, availability of funds, and appropriate budget authority. The reimbursement to the Grant Recipient will not exceed the amount of the Total Award unless expressly approved by the County Board of Commissioners in a written Amendment to this Agreement.
- c. **Advance Payment.** Any advance payment under this Agreement is subject the following requirements: The amount of advanced funds may not exceed the expected cash needs of the Grant Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement specifying the amount of advance disbursement requested with an explanation of the necessity for and proposed use of the funds must be submitted to the County Board of Commissioners.
- d. **Payment Requests.** The Grant Recipient shall prepare and submit to the County one or more Requests for Payment using the method outlined by the County during the Performance Period. Any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grant Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."
- e. **Budget Compliance.** The Grant Recipient agrees that all funds are to be spent as detailed in Attachment B – Grant Award Budget only for allowable costs resulting from obligations incurred during the period of the Agreement.
- f. **Eligible Costs.** The Grant Recipient must include a copy of an invoice (or receipt) for each Eligible Cost item for which reimbursement is requested.
  - 1. The invoice will be used to document the actual purchase price of the Eligible Cost item. A Request for Payment must be accompanied by written support of Eligible Costs, including internal accounting records or contracts, as appropriate or when requested by the County. A Request for Payment must provide an independent and auditable basis for the actual purchase price of each Eligible Cost item.

2. For Eligible Cost items that do not have a transaction invoice, such as employee labor expenses, the Grant Recipient shall provide documentation showing the total hours contributed by employee class (e.g., engineer, construction worker, instructor, support staff, etc.) that worked on the project, the date(s) that the work was done, and the total labor expense reported. Labor expense is limited to actual payroll and reasonable fringe benefit costs. Upon the request of the County, the Grant Recipient shall also provide a list of actual hours worked and the specific wage for each employee that worked on a Project, and any payroll documentation or other similar evidence that the County might request, including canceled checks.
  3. For Eligible Cost items that do not have a transaction invoice or record and do not fall under the labor expenses addressed above, the Grant Recipient shall, with prior authorization from the County, in lieu of an invoice, submit a narrative description of the Eligible Cost along with any relevant documentation.
  4. The County may delay reimbursement of a Request for Payment until sufficient documentation of costs and project status, as determined by the County, is provided by the Grant Recipient.
  5. The Grant Recipient shall submit a final Request for Payment to the County no later than forty-five (45) days after the end of the Performance Period or no later than five (5) days after the end of each quarter of the program year, whichever date occurs first.
  6. Retainage. If the award is for a capital expenditure project, the reimbursement to the Grant Recipient will not exceed 90% of the amount of the Total Award prior to the submittal of a satisfactory final Project Status Report indicating project completion.
- f. **Grant Reimbursement to County.** The Grant Recipient is responsible for reimbursement to the County for any disbursed Grant Award funds that are determined by the County or United States Treasury to have been not eligible, misused or misappropriated, or not incurred by the end of the performance period. If the County determines that any provision of the Grant Award, including the Grant Agreement, or relevant provision of the federal American Rescue Plan Act, has been breached by the Grant Recipient, the County may require and be entitled to reimbursement of any or all funds under the Grant Award. Any reimbursement of funds that is required by the County, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to the Grant Recipient. The County also reserves the right to recover such funds by any other legal means including litigation. The Grant Recipient shall indemnify and hold harmless the County for all suits, actions, claims and the reasonable attorneys' fees and legal



expenses incurred in recovering such funds, irrespective of whether the funds are recovered.

- g. Power to Diminish or Terminate Compensation for Failure to Comply with Agreement.** In the event the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce or diminish or terminate the compensation set forth herein in a manner which reflects such noncompliance.
- h. 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 Grant Recipient. 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.
- i. Share-in-savings.** The County expects to share in any cost savings realized by the Grant Recipient. Therefore, final Grant Recipient reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.
- j. Repayments.** All refunds or repayments due to the County under this Agreement are to be made payable to the order of "Kalamazoo County", and mailed directly to the following address:

***Kalamazoo County Finance  
201 W Kalamazoo Ave  
Suite 402  
Kalamazoo, MI 49007***

- 6. Source of Funds.** The County has received funds from Department of Treasury.

**Federal Award Identification Number:** SLT-2685  
**Federal Award Date:** June 11, 2021  
**CFDA #:** 21.027  
**Federal Awarding Agency:** Department of Treasury  
**Total Amount of the Federal Award:** \$51,485,963

- 7. Key Staffing.** The Grant Recipient's key personnel are the following named individuals. Any changes in key personnel or assigned responsibilities under this Agreement are subject to the prior written approval of the County.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

**8. Amendment.** This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.

**a.** The Grant Recipient shall notify the County of any proposed significant changes in Attachment A – Project Scope or Attachment B – Grant Award Budget before such changes are made and may only make such significant changes if the County signs a written amendment authorizing and memorializing the significant change. Significant changes include:

- 1.** Any change in the list of expenses, as described in Attachment B – Grant Award Budget.
- 2.** Any change in the Project or activities, as described in Attachment A – Project Scope.
- 3.** Extensions of the performance period.

**b.** This Agreement does not commit the County to approve requests for budget amendments, additional funds, or extensions of the performance period at any time.

**9. Reporting.**

**a.** The Grant Recipient shall provide the County with quarterly performance and financial reports and a close-out report. These reports shall include the current status and progress by the Grant Recipient and all subcontractors in completing the work described in Attachment A Project Scope and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

**b.** Quarterly reports are due to the County no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, and June 30, September 30, and December 31.

**c.** All Project Status Reports shall be submitted to the County in the manner specified by the County.

**d.** The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

**e.** If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, then the County may withhold further payments

until they are completed or may take other action as stated in General Terms and Conditions- Section 6 REMEDIES. "Acceptable to the County" means that the work product was completed in accordance with the Grant Award Budget (Attachment B) and Project Scope (Attachment A).

- f. The Grant Recipient shall provide additional program updates or information that may be required by the County upon request.
- 10. Accounting.** The Grant Recipient 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 Grant Recipient'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 County funds shall be reported by line item and compared to the Budget.
- 11. Subcontracts.** Grant Recipient shall not contract in furtherance of this Agreement prior to receiving the County's written confirmation that the proposed contract includes the following requirements:
- a. Contractor is bound by all applicable Federal, State and local law, ordinances, rules and regulations, and applicable policies.
  - b. All vendors who provide goods and services to Kalamazoo County government by contract, shall as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination regarding persons to be served, employees and applicants for employment including, but not limited to, the following:
    - 1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
    - 2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
    - 3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
    - 4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder.
  - c. Contractor shall indemnify and hold the County and Grant Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and
  - d. Prior to entering a contract with any contractor to be paid from funds from this Agreement, Grant Recipient shall submit to County a completed Attachment D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

- e. Grant Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

**12. Procurement & Competitive Bidding.**

- a. The Grant Recipient agrees that all procurement transactions involving the use of County funds shall be conducted in a manner that provides maximum open and free competition and are as required in the Special Terms and Conditions for Federal Funds section of this Agreement. When competitive selection is not feasible or practical, the Grant Recipient agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.
- b. The purchase of equipment not specifically listed in Attachment B – Grant Award Budget, 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 Grant Recipient unless otherwise specified at the time of approval.

**13. Monitoring.** In addition to reviews of audits conducted in accordance with this Agreement, monitoring procedures may include, but not limited to, desk reviews and on-site visits by County staff, limited scope audits, and other procedures. Monitoring may also be mandated by the United States Department of the Treasury or it's Inspector General.

**14. Recordkeeping, Examination of Records and Facilities.** The County will have access to and the right at any time during normal business hours to examine, monitor, audit, excerpt, transcribe, and copy on the Grant Recipient's premises any records and files of the Grant Recipient involving transactions relating to a Grant Award, including any agreements or MOUs with any partners related to the project or fiscal management of the award. The County or a contractor of the County will have access at any time to examine, audit, test and analyze all items purchased or constructed in whole or in part using funds provided by the County as part of a Grant Award, including inspection by a Professional Engineer.

- a. If any of the above records and files are held in an automated format, the Grant Recipient shall provide copies of these records and files in the automated format, or such computer file as may be requested by the County.
- b. The Grant Recipient shall retain such records and files for at least five years following the latter of the termination, expiration or final payment of the Grant Award or any extension ("Audit Period"). If an audit, litigation, or other action involving the records

is initiated before the end of the Audit Period, the Grant Recipient must retain the records until all issues are resolved.

- c. The Grant Recipient shall be responsible for any charges for copies provided by the Grant Recipient to the County of books, documents, papers, records, computer files or computer printouts.
  - d. The minimum acceptable financial records for a Grant Award consist of:
    - 1. Documentation of employee time and compensation.
    - 2. Documentation of all equipment, materials, contracted labor, supplies and travel expenses.
    - 3. Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope.
    - 4. Documentation and justification of methodology used in any in-kind contributions.
    - 5. Rationale supporting allocation of space charges.
    - 6. Rationale and documentation of any indirect costs
    - 7. Documentation of Agreement services and materials; and
    - 8. Any other records that support charges to a Grant Award.
  - e. The Grant Recipient shall maintain reasonably prudent, as determined by the Commission, segregation of Project accounting records from accounting records relating to other projects or programs.
- 15. Audit Requirements.** Grant Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grant Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and Single Audit submissions.
- 16. Insurance.** The RECIPIENT agrees to secure and maintain the insurance coverage outlined below during the term of this Agreement. The RECIPIENT agrees that this insurance requirement shall not relieve or limit RECIPIENT'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the RECIPIENT'S interests or liabilities but are merely minimums. It is the responsibility of the RECIPIENT to ensure that all subcontractors comply with the insurance requirements. RECIPIENT is required to attach Certificate(s) of Insurance naming Kalamazoo County as Certificate Holder and additional insured to this Agreement as an attachment. The name and address for Certificate Holder should be Kalamazoo County, 201 West Kalamazoo Avenue, Kalamazoo, MI 49007. Certificate(s) must be provided for the following

coverages at the time of Agreement execution and upon policy renewal. Renewal certificates are due to the COUNTY on or before expiration date.

- a. Workers' Compensation – Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
  1. \$500,000 bodily injury per person
  2. \$1,000,000 bodily injury per occurrence
  3. \$500,000 property damage or
  4. \$1,000,000 combined single limit.
- c. The General Liability Policy Certificate shall name "Kalamazoo County, a Michigan municipal corporation and political subdivision of the State of Michigan, its agents, employees, and public officials" as "Additional Insureds". The SUBRECIPIENT agrees that the coverage granted to the Additional Insureds applies on a primary basis, with the Additional Insured's coverage being excess.
- d. Commercial Auto Liability – The following Commercial Automobile Liability will be required, and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
  1. \$100,000 bodily injury per person
  2. \$500,000 bodily injury per occurrence
  3. \$100,000 property damage
  4. \$500,000 combined single limit
- e. Directors & Officers Liability – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
- f. Fidelity Bonding – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

All Certificates of Insurance shall provide that the respective insurance policy cannot be canceled, or coverage materially altered without providing a thirty-day written notice to the County. The usual words in the cancelation clause of the Insurance Certificate which state, "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be stricken. Failure of the Grant Recipient to provide the Certificates of Insurance or receipt by the County of a notice of cancelation of the insurance policy(ies) by the Grant Recipient's insurance company shall constitute a material breach of contract and this Agreement may be terminated immediately.

**17. Grant Recipient Representation.** Grant Recipient represents and warrants that all the following are true at the time of execution of this Agreement:

- a. Grant Recipient existed as a non-profit or for-profit organization or business organization, in good standing, or a faith-based organization, for the entire calendar years of 2020 and 2021.
- b. Grant Recipient has no outstanding tax liens or judgments, excluding 2022 property taxes, if any; and,

Grant Recipient expressly authorizes the County of Kalamazoo Office of the Treasurer to release specific tax records to the Finance Department, for any verification as it applies to this Agreement. Such records will be kept confidential and, shall only be used for the purposes stated herein.

In the event Grant Recipient's representations under this Section 19 are discovered to be untrue, the Grant Recipient has thirty (30) days to cure, or it shall be considered a material breach of contract and this Agreement may be terminated immediately.

**18. Notice**

- a. The County's Administration Department shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the County's Grant Administrator. All notices provided by Grant Recipient under or pursuant to this Agreement shall be in writing to County's Administration Department and delivered by electronic mail using the correct information provided below.

The name and address of County's Grant Administrator for this Agreement is:

**Grant Administrator Point of Contact**

Name: Kevin A. Catlin  
Title: Administrator/Controller  
Address: 201 West Kalamazoo Avenue, Room 402, Kalamazoo, MI 49007  
Email: ARPA@kalcounty.com

The name and address of Representative of the Grant Recipient responsible for the administration of this Agreement is:

Name:  
Title:  
Address:  
Email Address:

- b. If different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing.

19. **Applicable Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and Contractor agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. If any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be in the Federal Judicial District of Michigan, Western District, Southern Division.

20. **Waivers.** No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power, or privilege.
21. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
22. **Complete Agreement.** This Agreement, its attachments, exhibits, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
23. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
24. **Non-Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
25. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to the confidentiality and indemnification provisions, shall extend beyond and survive the end of the term or termination of this Agreement.



26. **Attachments.** The following documents are incorporated and made part of this Agreement:

- a. Attachment A – Scope of Work
- b. Attachment B – Grant Award Budget
- c. Attachment C – General Terms and Conditions
- d. Attachment D – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.
- e. Attachment E - Federal Lobbying Certification

27. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by the party they represent. By its execution hereof, Recipient affirms that it is and will remain eligible for COVID-19 funding from Kalamazoo County, and to report any fraud, waste, or abuse to the County point of contact noted in Section 18., Notice.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.**

**COUNTY OF KALAMAZOO**

By: Mike Quinn  
Chair, Kalamazoo  
County Board of Commissioners

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

<b>APPROVED AS TO FORM ONLY FOR COUNTY OF KALAMAZOO:</b>	
<b>COHL, STOKER &amp; TOSKEY, P.C.</b>	
<b>By:</b>	<b>DONALD J. KULHANEK</b>
<b>On:</b>	<b>10/28/22</b>

N:\Client\Kalamazoo\Agrs\American Rescue Plan\American Rescue Plan Draft Grant Agreement r3.docx

**APPROVED AS TO FORM ONLY FOR COUNTY OF KALAMAZOO:**

**CORPORATION COUNSEL:**

**By: Angelina M. Barnes**

**On: 11/17/22**

**ATTACHMENT A: SCOPE OF WORK**

<b>Project Title</b>	
<b>Project Contact Name</b>	

**Details of Project (attach a separate sheet of paper you more space)**

<b>Project Purpose [Statement of Needs]</b>
<b>Project Goals, Performance Indicators, Objectives and Action Plans [Measurable Project Goals, Performance Indicators, Objectives, Action Plans]</b>
<b>Deliverables [Target Populations &amp; How they Will Benefit]</b>
<b>Timeline [Timetable for Implementation]</b>
<b>Diversity, Equity &amp; Inclusion [How program was designed with equity in mind]</b>

**ATTACHMENT B: GRANT AWARD BUDGET**

## **ATTACHMENT C: GENERAL TERMS AND CONDITIONS**

- 1. Compliance with Law.** The Grant Recipient, its employees, agents, subcontractors, subgrantees, and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Grant Recipient shall be bound by all County orders that in any manner affect the Grant Award.
  
- 2. Delegation.** Grant Recipient may not delegate any of its obligations under the Grant without the prior written approval of the County. Grant Recipient must notify the County at least 90 calendar days before the proposed delegation and provide the County any information it requests to determine whether the delegation is in its best interest. If approved, Grant Recipient must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grant Recipient remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The County, in its sole discretion, may require the replacement of any subgrantee.
  
- 3. Indemnification.** The Grant Recipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Grant Award and/or the Project. The Grant Recipient shall indemnify and hold harmless the County and all its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Grant Award and/or the Project.

  - 3.1** The Grant Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. The Grant Recipient shall hold the County harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, the Grant Recipient agrees that it is not an employee or agent of the County but is an independent contractor.
  - 3.2** The Grant Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County and agrees to be liable for any damages proximately caused by the acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Grant Recipient to which sovereign immunity applies.

#### **4. Disclosure of Litigation, or Other Proceeding**

**4.1** Grant Recipient must notify the County within fourteen (14) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving the Grant Recipient, a subgrantee, or an officer or director of Grant Recipient or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Subrecipient's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grant Recipient is required to possess in order to perform under this Grant.

**5. Default** If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of funds shall terminate and the County has the option to exercise any of its remedies set forth in section (6) REMEDIES; however, the County may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

**5.1** Any warranty or representation made by the Grant Recipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Grant Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion or is unable or unwilling to meet its obligations under this Agreement.

**5.2** Material adverse changes occur in the financial condition of the Grant Recipient at any time during the term of this Agreement, and the Grant Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County.

**5.3** Any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information; or,

**5.4** The Grant recipient has failed to perform and complete on time any of its obligations under this Agreement.

**6. Remedies** If an Event of Default occurs, then the County shall, after thirty (30) calendar days written notice to the Grant Recipient and upon the Grant Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- 6.1 Terminate this Agreement, provided that the Grant Recipient is given at least thirty (30) days prior written notice of the termination.
  - 6.2 Begin an appropriate legal or equitable action to enforce performance of this Agreement.
  - 6.3 Withhold or suspend payment of all or any part of a request for payment.
  - 6.4 Require that the Grant Recipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
  - 6.5 Exercise any corrective or remedial actions, to include but not be limited to:
    - 6.5.1 Request additional information from the Grant Recipient to determine the reasons for or the extent of non-compliance or lack of performance.
    - 6.5.2 Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
    - 6.5.3 Advise the Grant Recipient to suspend, discontinue or refrain from incurring costs for any activities in question.
    - 6.5.4 Require the Grant Recipient to reimburse the County for costs incurred for any items determined to be ineligible.
  - 6.6 Exercise any other rights or remedies which may be available under law.
  - 6.7 Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Grant Recipient, it will not affect, extend, or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Grant Recipient.
7. **Suspension.** For cause, and upon notice to the Grant Recipient, the County may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the County.
8. **Termination and Cancellation.** The Grant Recipient understands and agrees that the County may, at a later time, determine that a Grant Recipient is not in compliance with the terms of this Agreement. In such case, the County may terminate the Grant Award. Upon termination, the Grant Recipient must return all Grant Award funds previously disbursed but not utilized. If the Grant Recipient wishes to cancel the Project, the Grant Recipient may submit a written request to the County requesting that the County approve the termination of the Grant Award. If the County grants the request, the Grant Recipient must return all Grant Award funds previously disbursed.
  - 8.1 The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and

refusal by the Grant Recipient to permit public access to any document, paper, letter, or other material subject to disclosure.

- 8.2** The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Trustee with thirty (30) calendar days prior written notice.
  - 8.3** The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
  - 8.4** In the event this Agreement is terminated, the Grant Recipient will not incur new obligations for the terminated portion of the Agreement after the Grant Recipient has received the notification of termination. The Grant Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grant Recipient shall not be relieved of liability to the County because of any breach of Agreement by the Grant Recipient. The County may, to the extent authorized by law, withhold payments to the Grant Recipient for the purpose of set-off until the exact amount of damages due the County from the Grant Recipient is determined.
- 9. Conflicts & Ethics.** Grant Recipient will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any County employee or Elected Official by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grant Recipient, any consideration contingent upon the award of the Grant. Grant Recipient must immediately notify County of any violation or potential violation of this Section. This Section applies to Grant Recipient, any parent, affiliate, or subsidiary organization of Grant Recipient, and any subgrantee that performs Grant activities in connection with this Grant.
- 10. Non-Discrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grant Recipient and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

11. **Certification Regarding Debarment.** Grant Recipient 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 Grantee is unable to certify to any portion of this statement, Grant Recipient shall attach an explanation to this Agreement.
  
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Michigan. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
  
13. **The validity of this Agreement is subject to the truth and accuracy of all the information,** representations, and materials submitted or provided by the Grant Recipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the County and with thirty (30) days written notice to the Grant Recipient, cause the termination of this Agreement and the release of the County from all its obligations to the Grant Recipient.

#### **SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS**

1. **31 CFR Part 35.** The Grant Recipient is subject to all the requirements found in 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds (Final Rule) published January 27, 2022, as it may be amended periodically. The rule can be found here: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>
  
2. **2 CFR part 200.** The Grant Recipient is subject to all the requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as it may be amended periodically. The rule can be found here: <https://www.law.cornell.edu/cfr/text/2/part-200>
  
3. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.



#### **4. Procurement**

- a. The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- b. As required by 2 C.F.R. §200.318(i), the Recipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”
- c. As required by 2 C.F.R. §200.318(b), the Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the County, the progress of any and all subcontractors performing work under this Agreement.
- d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the County a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The County shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the County will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the County will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the County in order to publish a competitive solicitation, this review may allow the County to identify deficiencies in the vendor requirements or in the commodity or service specifications. The County’s review and comments shall not constitute an approval of the solicitation. Regardless of the County’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the County identifies any deficiencies, then the County shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the County that the solicitation is deficient, then the County may:
  - i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
  - ii. Refuse to reimburse the Grant Recipient for any costs associated with that solicitation.

- e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Grant Recipient chooses to subcontract any of the work required under this Agreement, then the Grant Recipient shall forward to the County a copy of any contemplated contract prior to contract execution. The County shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the County will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the County will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the County in order to execute a subcontract, this review may allow the County to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The County's review and comments shall not constitute an approval of the subcontract. Regardless of the County's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the County identifies any deficiencies, then the County shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the County that the subcontract is non-compliant, then the County may:
  - i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
  - ii. Refuse to reimburse the Grant Recipient for any costs associated with that subcontract.
- f. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- g. As required by 2 C.F.R. §200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. §200.319, the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub Recipient shall not:
  - i. Place unreasonable requirements on firms in order for them to qualify to do business.
  - ii. Require unnecessary experience or excessive bonding.
  - iii. Use noncompetitive pricing practices between firms or between affiliated companies.

- iv. Execute noncompetitive contracts to consultants that are on retainer contracts.
- v. Authorize, condone, or ignore organizational conflicts of interest.
- vi. Specify only a brand name product without allowing vendors to offer an equivalent.
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement.
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- i. Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- j. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1).
- k. The Recipient shall conduct any procurement involving requests for proposals (i.e., competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2).

**5. Lobbying and Political Activities:**

- a. Program funds shall not be used to influence federal contracting or financial transactions. It is understood and agreed between the Parties that no portion of the Grant funds paid under this Agreement may be used for the purpose of obtaining additional Federal or state funds under any other law of the United States, except if authorized under that law. If required, Subrecipient will submit to County the Federal Lobbying Certification (Attachment E).
- b. **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. This section only applies to State and local officers or employees.

**6. Debarment & Suspension (Applies to All Purchases)**

- a. Recipient is subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and

contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
  - ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,
  - iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.
- c. In addition, the Grant Recipient shall verify and document that each intended subcontractor which Recipient plans to fund under this Agreement is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency by using SAM.GOV.

**7. Americans With Disabilities Act.** The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

**8. Equal Opportunity Employment**

- a. In accordance with 41 C.F.R. §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government

pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- b.** During the performance of this contract, the contractor agrees as follows:
  - i.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - ii.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - iii.** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - iv.** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - v.** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- vi.** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii.** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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 in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii.** The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- c.** The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, or instrumentality of such government which does not participate in work on or under the contract.
- d.** The Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- e. The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Recipient ; and refer the case to the Department of Justice for appropriate legal proceedings.

**9. Copeland Anti-Kickback Act**

- a. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
  - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**10. Contract Work Hours and Safety Standards**

- a. If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half

times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**11. Clean Air Act and The Federal Water Pollution Control Act (Applies to Purchases of More Than \$150,000.00)**

- a. If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Kalamazoo County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**12. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). (Applies to All Purchases)**

- a. If the Recipient, with the funds authorized by this Agreement, enters a contract, then any such contract must include the following clause: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. If the Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign a Certification Regarding Lobbying.

**13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**



- a. If the Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Recipient shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible:
  - i. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
  - ii. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Recipient from undertaking additional steps to involve small and minority businesses and women’s business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g., “project splitting”).

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Kalamazoo County maintains an online directory of W/MBE businesses which can be accessed at Microsoft Word - Minority Directory Michigan.docx (kalcounty.com).

**14. Federal Funding Accountability and Transparency Act (FFATA).** This Grant requires the Recipient provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Recipient is responsible for ensuring that all applicable requirements of FFATA are met and that the Recipient provides information to the County as required.

**15. UEI Number.** The Recipient will obtain a Unique Entity Identifier (UEI) number prior to signing this grant agreement and maintain its UEI number for the term of this Grant and provide it to the Grant Administrator. More information about obtaining a UEI Number can be found at: <http://sam.gov>

**16. Drug Free Workplace.** If the Recipient receives a grant of One Hundred Thousand and 00/100 Dollars (\$100,000.00) or more, it shall have or adopt a drug free workplace policy which does the following:

- a. Clearly prohibit the manufacture, use, and distribution of controlled substances in the workplace and spell out the specific consequences of violating this policy.
- b. Establish a drug-free awareness program. This program should inform employees of the dangers of workplace substance use; review the requirements of the organization's drug-free workplace policy; and offer information about any counseling, rehabilitation, or employee assistance programs that may be available.
- c. Ensure that all employees working on the federal contract understand their personal reporting obligations. Under the terms of the Drug-Free Workplace Act, an employee must notify the employer within five calendar days if he or she is convicted of a criminal drug violation.
- d. Notify the federal contracting agency of any covered violation. Under the terms of the Drug-free Workplace Act, the employer has 10 days to report that a covered employee has been convicted of criminal drug violation.
- e. Take direct action against an employee convicted of a workplace drug violation. This action may involve imposing a penalty or requiring the offender to participate in an appropriate rehabilitation or counseling program.
- f. Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the contract. Covered organizations must demonstrate their intentions and actions toward maintaining a drug-free workplace. Their failure to comply with terms of the Drug-Free Workplace Act may result in a variety of penalties, including suspension or termination of their grants/contracts and being prohibited from applying for future government funding. Such policy shall be substantially similar to the policy referenced in this link: <https://www.kalcounty.com/hrd/Personnel%20Policies.pdf> Section 3.02 Drug Free Workplace approved by the Board of Commissioners on September 19,

2017, and as it appears in the Kalamazoo County Government, PERSONNEL POLICIES, last updated on October 5, 2022.

- 17. Fair Housing.** The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- 18. Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLT-2685 awarded to [name of Recipient] by the U.S. Department of the Treasury in partnership with Kalamazoo County.
- 19. Remedy.** The Recipient’s failure to comply with the requirements in the special terms and conditions is a material breach of this Grant for which the County may terminate this Grant Contract for cause or withhold the funds. The County will not be obligated to pay any outstanding invoice received from the County unless and until the Grant Recipient is in full compliance with the above requirements.

## ATTACHMENT D

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

#### **INSTRUCTIONS FOR CERTIFICATION**

- 1.** By signing and submitting this proposal, the prospective Grant Recipient is providing the certification set out below.
- 2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective Grant Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3.** The prospective Grant Recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective Grant Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4.** The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
- 5.** The prospective Grant Recipient agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6.** The prospective Grant Recipient further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. The prospective Grant Recipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. Where the prospective Grant Recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Grant Recipient certifies that is shall not knowingly enter into any transaction with any subgrantee, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

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**Signature of Contractor's Authorized Official**

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**Print Name**

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**Print Title**

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**Date**

## ATTACHMENT E – FEDERAL LOBBYING CERTIFICATION

***This form is required to be signed by all contractors of the subrecipient only for purchases of more than \$100,000.***

31 CFR Part 21- New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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**Signature of Contractor's Authorized Official**

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**Print Name**

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**Print Title**

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**Date**

# Memorandum

**Date:** 29 November 2022  
**To:** Township Board  
**From:** Sara Feister, HR/Benefit Coordinator  
**Subject:** 2022 Holiday Meals

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## **Objective**

Requesting Board consideration of providing a holiday meal for all permanent Township employees (approximately 62) in the amount of \$50.00, for the third year in a row. This will be funded from the 2022 budget supplies lines, and no additional money is requested.

## **Background**

To show employee appreciation this holiday season, HR recommends providing each Oshtemo Township employee (including office staff, full time Firefighters, and Paid on Call Firefighters) with a holiday meal. The meals will be purchased from locally owned Oshtemo Township restaurants. The voucher & a holiday greeting card will either be delivered to the employee at the holiday potluck scheduled for 12/09 or be mailed out to the homes of employees. The request is for the total cost, not exceed \$3,200.



# Memorandum

**Date:** 21 November 2022  
**To:** Township Board  
**From:** Libby Heiny-Cogswell  
**Subject:** Oshtemo Township 2023 Municipal Insurance

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## **Objective**

Oshtemo Township Board consideration for approval of 2023 municipal insurance coverage in the total amount of \$105,283.

## **Background**

The Township is in receipt of a Michigan Municipal Insurance Coverage Proposal from The Hartleb Agency for insurance coverage for all property, liability, and vehicle coverages for the 2023 calendar year.

The premium increase is approximately 8%, reflecting inflation related to valuations of some coverages, past and ongoing claims - loss ratio, and increased coverage in some areas (replacement values for vehicles, etc).

The Township continues to receive good service from the Hartleb Agency and EMC insurance company.

## **Core Values Recognized**

*Sustainability (Value conscious decision-making), Fiscal Stewardship.*

# Memorandum



**Date:** November 15, 2022  
**To:** Township Board  
**From:** Anna Horner, P.E., Public Works Director  
**Subject:** Parkview Avenue Non-Motorized Shared Use Path – Amendment for Engineering

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## **Objective**

Consideration of contract amendment for HRC and budget amendment.

## **Background**

On February 8, 2022 the Board approved a contract with HRC to complete the design, ROW acquisition and construction oversight of a shared use path (and sanitary sewer) on the north side of Parkview Ave from Vienna St to the west side of the bridge over US-131 in the amount of \$94,870. This consultant was selected by RCKC and Oshtemo agreed to utilize their services as well to recognize benefits. The intent was to utilize best practices of coordinating design of multiple infrastructure items, resource and knowledge sharing, and minimizing impact of construction to the public.

HRC and their subconsultant, Commonwealth, has requested an amendment to the contract for increased services. The main reasons are summarized below:

- Design adjustments of roundabout at 12<sup>th</sup> Street
- Multiple adjustments to path location
- Increase number of meetings
- Removal of path from project

After reviewing this request with HRC, and questioning their operational procedures and coordinated value, minor reductions were made. Much of this work is related to RCKC changes, direction and requests. At this time, staff is recommending approval however recognizes there was significant loss of opportunity for collaboration and coordination as desired by the Township which is costly.

Not included in this request, however expected by Public Works and Legal Departments is \$5,000 for testimony for the right of way acquisition. The professional engineers on this project will need to provide expertise and experience to explain the design parameters applied.

Amendment requested for these additional amounts:

HRC Design \$27,813.00  
HRC ROW \$7,791.00  
Commonwealth \$2,178.77  
HRC Design Additional (Pavement Markings) \$2,000.00  
HRC Legal Support \$5,000 (Estimated)  
RCKC OH 8% \$3,600

In total, the requested budget amendment is \$48,600.00.

## **Information Provided**

HRC Amendment Request w/ Attachment A