



Plymouth City Commission

Regular Meeting Agenda

Monday, April 3, 2023 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Join Zoom Webinar: <https://us02web.zoom.us/j/88237965479>

Passcode: 173626

Webinar ID: 882 3796 5479

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. APPROVAL OF MINUTES

- a. March 20, 2023 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

5. CITIZEN COMMENTS

6. COMMISSION COMMENTS

7. OLD BUSINESS

8. NEW BUSINESS

- a. Intergovernmental Contract – Wayne County for Block Grant Funding (CDBG)
- b. Presentation of Budget – No Action
- c. Road Salt Bids for 2023-24

9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments – if needed

10. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item. Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations. Consent Agenda- The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be placed on the regular agenda.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE
<p>OBJECTIVES</p> <ol style="list-style-type: none"> 1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety 2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy 3. Partner with or become members of additional environmentally aware organizations 4. Increase technology infrastructure into city assets, services, and policies 5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet 6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION
<p>OBJECTIVES</p> <ol style="list-style-type: none"> 1. Create a 5-year staffing projection 2. Review current recruitment strategies and identify additional resources 3. Identify/establish flex scheduling positions and procedures 4. Develop a plan for an internship program 5. Review potential department collaborations 6. Hire an additional recreation professional 7. Review current diversity, equity, and inclusion training opportunities 8. Seek out training opportunities for serving diverse communities

GOAL AREA THREE - COMMUNITY CONNECTIVITY
<p>OBJECTIVES</p> <ol style="list-style-type: none"> 1. Engage in partnerships with public, private and non-profit entities 2. Increase residential/business education programs for active citizen engagement 3. Robust diversity, equity, and inclusion programs 4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY
<p>OBJECTIVES</p> <ol style="list-style-type: none"> 1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices 2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages 3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety 4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations 5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction 6. Modernize and update zoning ordinance to reflect community vision 7. Implement Kellogg Park master plan



City of Plymouth
City Commission Regular Meeting Minutes
Monday, March 20, 2023, 7:00 p.m.
Plymouth City Hall 201 S. Main St. Plymouth, MI

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201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

1. CALL TO ORDER

a. Mayor Moroz called the meeting to order and led the Pledge of Allegiance.

b. Roll Call

Present: Mayor Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Kelly O'Donnell, and Marques Thomey

Also present: City Manager Paul Sincock, Attorney Bob Marzano and various members of the City administration

c. Proclamation – National Arab American Heritage Month

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Maguire, to approve the minutes of the March 6, 2023 City Commission meeting.

There was a voice vote.

MOTION PASSED

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Kehoe, to approve the agenda for Monday, March 20, 2023.

There was a voice vote.

MOTION PASSED

4. CSX RAILROAD PRESENTATION – RAIL SAFETY

CSX Railroad representatives Rusty Orben and Scott Karcher gave a presentation on their emergency preparedness and their safety record.

5. ENACTMENT OF THE CONSENT AGENDA

Filipczak offered a motion, seconded by Deal, to approve the consent agenda.

a. Approval of February 2023 Bills

b. Special Event Youth Soccer and T-Ball Practices, Mon – Fri, 4/3/2023-10/30/2023

c. Special Event: Turkish American Assn of MI – Fundraiser for Victims of Earthquake in Turkey, Sunday 4/30/2023

There was a voice vote.

MOTION PASSED

6. CITIZEN COMMENTS

Congresswoman Debbie Dingell introduced herself and said railroad safety was a top priority.

7. PUBLIC HEARING

a. Annual Recommendation for Renewal, Revocation and Non-Renewal of Liquor Licenses
Moroz opened the public hearing at 7:37 p.m. Hearing no comments, he closed the hearing at 7:38 p.m.

The following motion was offered by Moroz and seconded by Maguire.

RESOLUTION 2023-19-A

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the City; and

WHEREAS On March 20, 2023, the City Administration presented the Liquor License Review Committee and the City Commission with information about the various liquor licensed establishments in the City; and

WHEREAS The Local Liquor License Review Committee did make a recommendation to the City Commission related to the renewal, revocation and non-renewal of all liquor licenses in the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission that the following licenses be renewed:

Aqua
Barrio Cocina Y Tequileria
Bearded Lamb Brewing Company
Bigalora/Arbor Brewing – 2 operations under one license
Compari's on the Park/Fiamma/Sardine Room – 3 operations under one license
Plymouth Cultural Center
E.G. Nicks
Hermann's Olde Town Grille
Ironwood Grill
VFW – Mayflower Post 6695
Mayflower Meeting House
Nico & Vali
Pakwaan Restaurant
Park Place Gastro Pub
Penn Grill
Pizza E Vino
Plymouth – Ann Arbor Elks
Knights of Columbus
Plymouth ROC
Sean O'Callaghan's Public House
Sidecar
Trackside
Stella's Black Dog Tavern
The Honey Hole
The Post Local Bistro
Westborn Market

BE IT FURTHER RESOLVED THAT the City Commission does hereby makes no recommendation regarding the license at Greek Islands/Ebenezer at this time.

Karen Sisolak, 939 Penniman, asked what the "no recommendation" for Greek Islands/Ebenezer meant. Sincock said the owners received several Michigan Liquor Control Commission violations, and the City was neutral on the renewal of their liquor license.

Jim Cleary, 44726 Erin Dr., asked about the license for the former Stella's Trakside should they re-open, since there is only one remaining license in the City. Sincock said there would be no issue because it would be a transfer, not a new license.

There was a voice vote.

MOTION PASSED.

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2023-19-B

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the number of allowable liquor licenses in a particular zoning district; and

WHEREAS Annually the Local Liquor License Review Committee must make a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district and they completed that task on March 20, 2023.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby make no changes in the number of available liquor licenses (29) under the cap in the City of Plymouth, based on Zoning Classification. The City Commission confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 18 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 11 licenses in total (*for all three zoning districts*) in any of the following the B-1, ARC and B-3 Zoning Districts.

There was a voice vote.

MOTION PASSED

b. Thai Basil Liquor License

Moroz opened the public hearing at 7:40 p.m. Hearing no comments, he closed the hearing at 7:41 p.m.

The following resolution was offered by Filipczak and seconded by Maguire.

RESOLUTION 2023-20

WHEREAS The City of Plymouth maintains a Liquor Management Ordinance and all issues related to liquor licenses in the City are required to be reviewed by the Local Liquor License Review Committee; and

WHEREAS The Local Liquor License Review Committee has received a request to transfer a liquor license into the City for Thai Basil; and

WHEREAS The application has been submitted to the State of Michigan Liquor Control Commission and to the City of Plymouth; and

WHEREAS The application was reviewed by the Local Liquor License Review Committee on Monday, March 20, 2023 and they have recommended approval of the transfer to the City Commission.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the State of Michigan Liquor Control Commission that they approve the transfer of the Liquor License into the City of Plymouth for Thai Basil, T & W Investment, Inc.. in order to allow the establishment to comply with local ordinances in accordance with State Liquor Control Commission Administrative Rule R436.1003.

There was a voice vote.
MOTION PASSED

8. COMMISSION COMMENTS

Maguire congratulated the Salem girls' basketball team for making it to the final four. She said she planned to attend the State of the County address by Wayne County Executive Warren Evans.

9. OLD BUSINESS

There was no old business.

10. NEW BUSINESS

a. Fire Department Contract Renewal

The following resolution was offered by Thomey and seconded by Filipczak.

RESOLUTION 2023-21

- WHEREAS The City of Plymouth and the City of Northville have been in a long-term intergovernmental agreement related to the delivery of fire services in both cities; and
- WHEREAS The agreement provides for the delivery of fire suppression, fire safety inspections and fire prevention education; and
- WHEREAS The agreement also provides for a response to emergency medical calls for services in both cities, at the Basic Life Support level; and
- WHEREAS Both cities have agreements with private ambulance services to provide Advanced Life Support services in each city; and
- WHEREAS The City Council of Northville and the City Commission of Plymouth are interested in authorizing a new long-term contract for fire services between the two cities.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a new contract with the City of Northville for Fire Services through June 30, 2035.

BE IT FURTHER RESOLVED THAT the City Commission directs the City Clerk to include a complete copy of the agreement with the meeting minutes of this meeting.

**INTERLOCAL FIRE SERVICE AGREEMENT
BETWEEN
THE CITY OF NORTHVILLE
AND
THE CITY OF PLYMOUTH**

This Agreement, entered into this ____ day of _____, 2023, by and between:

The City of Northville, 215 West Main Street, Northville, Michigan,
48167, a municipal corporation, hereinafter referred to as "Northville;"
and

The City of Plymouth, 201 South Main Street, Plymouth, Michigan 48170,
a municipal corporation, hereinafter referred to as "Plymouth."

WHEREAS, Public Act 7 of the Public Acts of 1967, extra session, as amended, provides Northville and Plymouth with the authority to enter into an interlocal agreement.

WHEREAS, Northville and Plymouth each desire to enter into an interlocal Fire Service Agreement;

NOW THEREFORE, Northville and Plymouth hereby agree as follows:

1. GENERAL AGREEMENT. Northville and Plymouth hereby agree that Northville will provide, and Plymouth will receive fire services from Northville subject to the terms and conditions of this Agreement. Apart from mutual aid agreements, each party hereto agrees that neither party will enter into any other agreements for fire service with any other municipality, community, or entity without first obtaining consent from the other party to this Agreement.
2. DEFINITIONS. For the purposes of this Agreement, the terms in this section shall be defined as follows:
 - (a) "Northville" shall mean the City of Northville, Michigan.
 - (b) "Plymouth" shall mean the City of Plymouth, Michigan
 - (c) "Municipality" shall mean either the City of Plymouth or the City of Northville, and when plural it shall mean both the City of Northville and the City of Plymouth.
 - (d) "City of Northville Fire Department" shall mean the fire department of the City of Northville.
3. LEVEL OF FIRE SERVICE. The level of fire services to be provided by the

City of Northville Fire Department shall be as follows:

- (a) Fire suppression, fire safety inspections, and fire prevention education;
- (b) Total staffing of both fire stations shall consist of up to 60 part-time, paid on-call fire fighters, all of who shall be at all times considered employees of Northville. Staffing shall also include a full-time Fire Chief, and such other part-time or full-time staff positions as may be deemed necessary, all of who shall be at all times considered employees of Northville. The proposed addition of any full-time staff positions will be reviewed by the Advisory Board.
- (c) Three fire stations: one located at 215 West Main Street, Northville, Michigan, 48167 (to be owned by Northville); and one located at 201 South Main Street, Plymouth, Michigan, 48170 (to be owned by Plymouth); and one located at 186 E. Spring Street, Plymouth, Michigan 48170 (to be owned by Plymouth) and
- (d) EMS response at the basic life support (BLS) level. Advanced life support (ALS) services will be requested from private providers and/or mutual aid resources.

The level of fire services rendered by the City of Northville Fire Department to each municipality shall be the same, so that the residents and businesses of each municipality, taken as a whole, receive services on the same basis as if they were located in the other municipality. Changes in the level of the fire services shall be made in accordance with Section 10 of this Agreement.

4. ADMINISTRATIVE AND FINANCIAL RESPONSIBILITY. The City of Northville Fire Department shall be administered by Northville in accordance with this Agreement, and specifically, as follows:

- (a) Budget Approval. No later than March 1st each year, Northville shall submit to Plymouth a proposed budget for the next fiscal year for the City of Northville Fire Department. Plymouth shall submit its comments to Northville no later than March 21st. Northville shall have the sole authority to adopt the annual City of Northville Fire Department budget, in a form which is consistent with provisions of this Agreement, and taking due note of Plymouth's comments.
- (b) Financial Records. Northville shall maintain a complete set of accounting records for the City of Northville Fire Department, in sufficient detail to meet the provisions of this Agreement and the interests of Northville and Plymouth. These records shall be open to inspection by Plymouth at any time during the regular Northville business hours upon three (3) days' notice of a request to see them. The City of Northville Fire Department accounting records shall be subject to an annual public audit. As soon as

possible following the completion of the annual audit, Northville shall submit a final statement to Plymouth regarding the total costs for the City of Northville Fire Department for the year being audited.

- (c) Personnel Administration. All personnel in the City of Northville Fire Department shall be, at all times, Northville employees and subject to Northville's personnel regulations. Northville shall have sole discretion and authority with respect to the hiring and termination of any and all personnel of the City of Northville Fire Department. Northville agrees to take into consideration any reasonable requests by Plymouth with respect to personnel issues.
- (d) Station Staffing. Plymouth may request that Northville provide on-site staffing at the Plymouth station during designated periods of time. Such staffing will be provided by part-time, on-call paid fire fighters scheduled to cover such duties. The cost of providing such staffing will be paid solely by Plymouth, in addition to the other payments called for in this Agreement. In the event that Northville requests on-site staffing at the Northville station during designated periods of time, the cost of providing such staffing will be paid solely by Northville.
- (e) Northville Fire Department Documents. Northville's City Manager shall furnish Plymouth's City Manager with a copy of all regular financial and activity reports regarding the City of Northville Fire Department. Plymouth's City Manager shall furnish Northville's City Manager a copy of all communications to and from Plymouth officials regarding the City of Northville Fire Department. The recipient of these documents shall treat them in the same manner that they are treated by the provider. Documents which are confidential shall be marked as such and shall be treated in accordance with the provider's instructions, provided, that such documents which are distributed to Northville's City Council shall also be distributed by Plymouth's City Manager to Plymouth's City Commission, and vice versa.
- (f) Payment for Service. Northville will take its budget estimate for the given year, determine Plymouth's percentage of that estimate, and then divide this number by twelve (12). Northville will bill Plymouth for this determined amount in twelve (12) monthly installments. A mid-year budget adjustment will be made after the adoption of the 2nd quarter budget amendments. Plymouth's monthly installment will be adjusted based on the amended budget. In addition to these monthly payments, any extra services rendered to Plymouth shall be billed in quarterly installments. Payments shall be due on or before twenty (20) days from the date of the invoice. Northville may add a service charge of one percent (1%) on the first (1st) day of each month to any past due balance. It is understood that in the event the budget estimate is different than that actual audited expenditures for a given year, then an adjustment will be made at the end of the fiscal year with either a credit or

charge issued based upon actual expenditures for that year.

- (g) Mutual Aid Association. Each party to this Agreement shall maintain its membership in the Western Wayne County Fire Department Mutual Aid Association, and shall pay all dues, assessments, and charges associated with such membership, in addition to any other payments called for in this Agreement.

5. ORDINANCES, CODES, AND ENFORCEMENT. It is the intent of the parties to this Agreement that the City of Northville Fire Department shall operate under a single set of ordinances, codes, and policies, and should have the same legal authority in both jurisdictions, to the greatest extent possible, on the basis that it is in the best interest of both parties and their respective citizens that this be done. Therefore, Northville and Plymouth agree to make every effort possible to maintain identical ordinances and regulations related to the City of Northville Fire Department to the greatest extent possible which is consistent with each jurisdiction's needs to provide for the health, safety, and welfare of its respective citizens. To this end, Northville and Plymouth agree as follows:

- (a) Plymouth agrees to take all known necessary steps to authorize the City of Northville Fire Department and its personnel to operate within Plymouth on the same basis as in Northville, as well as use and/or operate any equipment and use/occupy any premises which may be purchased and/or belong to Plymouth.
- (b) Northville agrees to provide Plymouth with a copy of Northville's ordinances and building and safety codes, which are related to the operation of the City of Northville Fire Department. Northville agrees to notify Plymouth each time it intends to modify such ordinances and codes, with a copy of the proposed amendment or change, and the legal and operational rationale for it.
- (c) Plymouth agrees to maintain all Plymouth ordinances and building and safety codes, which are related to the operation of the City of Northville Fire Department, in the same form as equivalent to Northville's ordinances and codes, unless Plymouth determines for good reason that it is in the best interests of Plymouth to maintain a variation in such ordinances and codes. In such case, Plymouth shall notify Northville, in writing, of the specific nature of such variation and reason for it. If Plymouth determines that a variation is necessary, then Northville agrees that the City of Northville Fire Department shall enforce the Plymouth version within Plymouth on the same basis that it enforces Northville's version within Northville.
- (d) Northville's City Manager and Plymouth's City Manager shall coordinate the consideration of such amendments and changes by their respective

boards, so that the adoption of such amendments and changes become effective on the same date to the greatest extent possible.

6. BASIS FOR SHARING FIRE SERVICE COSTS. It is the intent of Northville and Plymouth that the costs of the City of Northville Fire Department shall be shared on an equitable basis that represents the amount of the benefit derived by each party from those services, and which results in both parties receiving an equitable share of the benefits from improved services and reduced costs. To that end, it is agreed that the costs of the City of Northville Fire Department shall be shared as follows:
 - (a) Fire Service Costs. The percentage of Plymouth's portion of the estimated budget will be determined each year based upon the runs attributable to Plymouth in the prior year.
 - (b) Mutual Right to Request Review of Costs Determination. Each party to this Agreement reserves the right to re-exam and/or request a review of the cost sharing formula set forth in this Agreement if that party deems it to be necessary to do so.
 - (c) Purchase and Ownership of Apparatus. Except for the aerial apparatus described in section 6(d), any piece of firefighting or EMS apparatus acquired by or for the use of the City of Northville Fire Department will be paid for and titled in the name of the City in which such apparatus will initially be stationed. If the cost of the apparatus is in excess of \$70,000, the acquisition of the apparatus will be reviewed by the Advisory Board as specified in section 8(f). Any and all such apparatus must be approved by Northville, and the operation and use of the apparatus will be the responsibility of the City of Northville Fire Department, regardless of which City has purchased or holds title to the apparatus. Any piece of apparatus may be temporarily reassigned to a different station, as may be necessary to meet the operational needs of the Joint Fire Department.
 - (d) Aerial Apparatus. Notwithstanding any other provision of this Agreement, the parties agree that any aerial apparatus acquired on or after July 1, 2015, will be paid for by both Northville and Plymouth in accordance with the costs sharing provisions of this Agreement, as provided in section 6(b). Whichever City does not hold title to the aerial apparatus will be listed as a secured party on the title. In the event of the termination of this Interlocal Fire Service Agreement, regardless of which City holds title to the aerial apparatus, the aerial apparatus will remain a shared asset of both Northville and Plymouth for the life of the apparatus, with each City having the right to access, train on and to use the aerial apparatus. The cost of the aerial apparatus will continue to be shared until it is fully paid for.
7. EQUITY IN ASSETS. Plymouth shall own and have equity in all apparatus

purchased by Plymouth pursuant to this Agreement. All other ownership and equity in any other apparatus, shall solely be that of Northville.

8. ADVISORY BOARD. The parties to this Agreement agree to the following:
- (a) Each party to this Agreement shall participate in an Advisory Board. The board shall consist of one elected official from each party who shall be appointed by his or her respective city for a term of (2) years and the City Manager of each party to this Agreement. The two elected officials, and two City Managers will select a fifth member, who shall have experience as a firefighter or officer in another paid on-call department, who shall serve for a term of two (2) years. The board shall meet quarterly for the purpose of reviewing the operations of the City of Northville Fire Department and its financial affairs. The members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses incurred in the performance of board duties. A vacancy on the board shall be filled by the original appointing governing body for the remainder of the unexpired term. Should any appointed elected member of the governing body cease to serve in such elected capacity his/her membership shall end and require appointment by the affected governing body.
 - (b) The Advisory Board shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of all members shall be necessary for the adoption of a motion or resolution. The members of the board may be removed by the appointing governing body.
 - (c) The business which the Advisory Board may perform shall be conducted at a public meeting of the board held in compliance with Michigan Open Meetings Act. Public notice of the time, date, and place of the meeting shall be given in the manner required by the Michigan Open Meetings Act.
 - (d) A writing prepared, owned, used, in possession of, or retained by the Advisory Board in the performance of any official function shall be made available to the public in accordance with the requirements of the Michigan Freedom of Information Act.
 - (e) The Advisory Board shall review Northville's annual operating budget for the City of Northville Fire Department prior to the annual budget being submitted for adoption to the Northville City Council, and make such suggestions or recommendations it deems appropriate.

- (f) The Advisory Board shall review requests for capital expenditures in excess of \$70,000.00. If the board deems such an expenditure appropriate, it shall request that said expenditure be approved by way of resolution to be passed by Northville, or in the case of apparatus to be purchased by Plymouth, to be passed by Plymouth.
- (g) The Advisory Board will review any request to create any additional full-time position(s) and make such suggestions or recommendations it deems appropriate.
- (h) If any conflict arises between the parties to this Agreement, the Advisory Board may meet, at any time, to try and resolve any such conflict. Such a meeting may be requested by either party to this Agreement at any time.
- (i) Each party to this Agreement acknowledges that the Advisory Board may provide recommendations to each party to this Agreement, but does not have to the power to issue a decision or recommend a resolution which is binding on either party to that Agreement. This power is reserved to the governing body of each party to this Agreement or as otherwise set forth herein.

9. INSURANCE AND INDEMNIFICATION. The parties to this Agreement agree to the following:

- (a) To the fullest extent permitted by law, Plymouth agrees to defend, indemnify, and hold harmless, Northville and all of its employees, officials, and agents, from and against any and all claims, injury, damage, cost, expense, lawsuit, or liability (including actual attorney's fees) arising out of, resulting from, or occurring in connection with the negligent performance of any work or any activity associated with or related to this Agreement by any employee, agent, or official of Plymouth.
- (b) To the fullest extent permitted by law, Northville agrees to defend, indemnify, and hold harmless, Plymouth and all of its employees, officials, and agents, from and against any and all claims, injury, damage, cost, expense, lawsuit, or liability (including actual attorney's fees) arising out of, resulting from, or occurring in connection with the negligent performance of any work or any activity associated with or related to this Agreement by any employee, agent, or official of Northville.
- (c) Plymouth agrees that it will procure and maintain during the life of this Agreement the insurance requirements listed below on all apparatus owned by Plymouth and the Plymouth station, and shall furnish to Northville certificate(s) of insurance as follows:

1. Workers' Compensation Insurance for City of Plymouth Employees including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations; (C) broad Form General Liability Extensions or equivalent, if not already included.

3. Motor Vehicle Liability including Michigan No Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicle, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be Additional Insured: The City of Northville, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Northville as additional insured, coverage afforded is considered to be primary and any other insurance by the City of Northville may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state that Thirty (30) days, Ten (10) days for non-payment of premium. Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (complete with responsible parties name and address).

6. Proof of Insurance Coverage: The City of Plymouth shall provide the City of Northville at the time the contracts are returned for execution, certificates referencing all coverage as required above.

7. If any of the above coverages expire during the term of this contract, the City of Plymouth shall deliver renewal certificates and/or policies to City of Northville at least ten (10) days prior to the expiration date.

Plymouth agrees that in the event of loss to any of the items listed above for which it must maintain insurance, Plymouth must replace such items in the event of loss.

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(d) Northville shall procure and maintain during the life of this Agreement the insurance requirements listed below on all other items and issues relative to and/or necessitated by this Agreement, except for those listed in section 9(c), and furnish to Plymouth certificate(s) of insurance as follows:

1. Workers' Compensation Insurance for City of Northville Employees including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations; (C) broad Form General Liability Extensions or equivalent, if not already included.

3. Motor Vehicle Liability including Michigan No Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicle, all non-owned vehicles, and all hired vehicles.

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10. MODIFICATION, DURATION, AND TERMINATION OF THIS AGREEMENT.

- (a) This Agreement may be modified at any time by mutual approval of both the Northville City Council and the Plymouth City Commission.
- (b) This Agreement shall continue in effect at least until June 30, 2035. Thereafter, this Agreement shall continue in effect on a two (2) year basis, unless either party gives written notice to the other party on or before December 31st of any year, that that party wishes to terminate this Agreement effective on January 1st of the third year following the year in which the notice was given. The parties have the right to mutually agree to terminate this Agreement at any time.
- (c) Upon the termination of this Agreement by the expiration of its term, or by mutual consent of the parties to this Agreement, each party will keep whatever item and/or asset that that party is in possession of at the time of the termination of this Agreement. If the parties mutually share an item and/or asset at the time of the termination of this Agreement, the party who keeps the item and/or asset shall pay to the other party fifty percent (50%) of the current value of the item and/or asset at the time of the termination of this Agreement. Provided, however, that the ownership and use of the aerial apparatus referenced in section 6(f) shall be as provided for in that section.
- (d) In the event that Plymouth breaches this Agreement by withdrawing prior to the time specified in section 10(b), without the consent of Northville, Northville and Plymouth agree that Plymouth shall be liable for the following stipulated damages:
 - (a) A monetary payment equal to two (2) times the payment due under this Agreement for the year prior to the breach;
 - (b) All payments then due and owing under this Agreement; and
 - (c) Plymouth will remain responsible for its percentage of payments due on any equipment or apparatus purchased by Northville until that equipment or apparatus is fully paid off. The percentage of payments due will be determined by the payment due under this Agreement for the year to the breach. Plymouth will in addition remain responsible for its percentage of payments due in connection with the aerial apparatus, as provided in section 6(d).
- (e) In the event that Northville breaches this Agreement by withdrawing prior to the time specified in section 10(b), without the consent of Plymouth, Northville and Plymouth agree that Northville shall be liable for the following stipulated damages:

- (a) A monetary payment equal to two (2) times the payment due under this Agreement for the year prior to the breach; and
- (b) Plymouth shall no longer be responsible for any further payments as to any equipment or apparatus purchased by Northville.
- (c) Northville and Plymouth will remain responsible for their percentage of payments due in connection with the aerial apparatus, as provided in section 6(d).

11. Severability. Should any provision, paragraph, section or part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

This Agreement was approved and the execution of it was authorized by Resolution of Northville's City Council on _____ day of _____ 2023; and by Resolution of Plymouth's City Commission on _____ day of _____ 2023; in witness whereof the parties hereto have placed their hands and seal below:

 Nick Moroz
 Mayor
 City of Plymouth

 Brian Turnbull
 Mayor
 City of Northville

 Maureen Brodie
 Clerk
 City of Plymouth

 Clerk
 City of Northville

Open.00401.34000.30661897-1

Several clerical errors were corrected.

There was a voice vote.
 MOTION PASSED

b. Annual Marijuana Review to Allow Retail Sales in City

Commission members discussed their stances on retail sales of marijuana in the City and whether to change the requirement for the subject to be reviewed annually. There was consensus to continue the annual review. Discussion points included other communities that allow marijuana sales, financial considerations, resident survey data, changing the perception of people who use marijuana, the litigation risk, and the concern that there could be a petition to place marijuana sales in the City on the ballot. It was noted that selling and using marijuana was illegal at the federal level.

No action was taken.

d. Cultural Center HUD Grant – ADA Compliance Project

The following resolution was offered by Kehoe and seconded by O'Donnell.

RESOLUTION 2023-22

WHEREAS The City of Plymouth has been designated to receive \$400,000 in federal designated funding to make improvements to the Plymouth Cultural Center; and

WHEREAS These improvements are to renovate and make ADA compliant improvements to the original referee, player locker rooms and toilet areas and to provide for gender equity changing areas; and

WHEREAS The federal government is requiring that the city complete the HUD Community Project Funding Grant Agreement, known as FY2022 Community Project Funding Grant Agreement No. B-22-CP-MI-0439.

NOW THEREFORE BE IT RESOLVED THAT the City Commission hereby authorizes the adoption of FY2022 Community Project Funding Grant Agreement No. B-22-CP-MI-0439.

There was a voice vote.

MOTION PASSED

d. Confirmation of Vehicle Purchase for DMS

The following resolution was offered by Thomey and seconded by Deal.

RESOLUTION 2023-23

WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and

WHEREAS The City Commission determined that a Medium Duty Dump Truck was a piece of equipment that would be included in the 2022-23 Budget; and

WHEREAS The City Administration obtained pricing based on the MiDEAL Purchasing Program, which the City has used for previous vehicle purchasing; and

WHEREAS The City Administration and staff are recommending the purchase of a 2022 Fleet/Non-Retail Ford F550 4WD from Lafontaine Ford Flushing, MI.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2022 Fleet/Non-Retail Ford F550 4WD Regular Cab from LaFontaine in the amount of \$89,010.00 and the expense is to be charged to the Equipment Fund.

There was a voice vote.

MOTION PASSED

e. Authorization for vehicle purchases

The following resolution was offered by Filipczak and seconded by Deal.

RESOLUTION 2023-24

WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and

WHEREAS The City Commission determined that a Medium Duty Dump Truck, two pick-up trucks, and a utility van were pieces of equipment that would be included in the Capital Improvement plan; and

WHEREAS The City Administration obtained pricing based on the MiDEAL Purchasing Program, which the city has used for previous vehicle purchasing; and

WHEREAS The City Administration and staff are recommending the purchase of a 2022 Ford F-450 Regular Cab DRW 4x4 Air-Flo Pro-Class Dump Truck, and a 2022 Ford F-350 Crew Cab SRW 4x4, pickup, from LaFontaine Ford of Lansing; and

WHEREAS The City Administration and staff are recommending the purchase of a 2023 Ford Transit 350 AWD, Knapheide Service Utility Van, and a 2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck, from LaFontaine Ford of Birch Run.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2022 Ford F-450 Regular Cab DRW 4x4 Air-Flo Pro-Class Dump Truck for \$85,226.00 and a 2022 Ford F-350 Crew Cab SRW 4x4, pickup for \$54,560.00 for a total of \$139,786.00 from LaFontaine Ford of Lansing and the expense is to be charged to the Equipment Fund.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2023 Ford Transit 350 AWD, Knapheide Service Utility Van for \$80,034.00 and a 2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck for \$69,515.00 for a total of \$149,549.00 from LaFontaine Ford of Birch Run and the expense is to be charged to the Equipment Fund.

There was a voice vote.

MOTION PASSED

f. Authorization to Purchase Arrow Board Trailer

The following resolution was offered by Maguire and seconded by Filipczak.

RESOLUTION 2023-25

WHEREAS The City of Plymouth operates a water and sewer system to help protect the public health, safety, and welfare; and

WHEREAS At times the City's Department of Municipal Services is required to make repairs to the utility systems in the public right of way and there is a need for traffic control devices; and

WHEREAS One such device is a Wanco Folding Frame Solar Arrow Board and the City is able to purchase this unit through the State of Michigan cooperative purchasing program called MiDeal.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a Wanco Folding Frame Solar Arrow Board through the MiDeal purchasing program in the amount of \$5,475.00. The purchase is authorized from Truck and Trailer Specialties of Howell, Michigan. Funding for the purchase is authorized from the Water & Sewer Fund.

There was a voice vote.

MOTION PASSED

g. Authorization to Hire – Recreation Department

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2023-26

WHEREAS The City Commission did enact an Employment Ordinance on August 7, 2000, requires that the City Administration seek prior and express approval of any hiring of a full-time position in the City; and

WHEREAS There is a budgeted full time opening in the Recreation Department and the critical needs of the Department require a replacement for this position; and

WHEREAS The City Administration has requested prior and express approval of a hiring of a Recreation Department employee.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the prior and express approval of the hiring of one full-time Building Maintenance/Zamboni Driver employee for the Recreation Department to replace a position that is currently being vacated.

There was a voice vote.

MOTION PASSED

11. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Maguire said the Plymouth Library is planning a gala to celebrate their centennial on April 20
Kehoe said the ZBA heard a variance request for an attached garage, and it was tabled for more information at a future meeting.

Deal said plans are underway for Artisan Market on April 22.

O'Donnell said nominations for the Ruth Huston Whipple Award are due at the end of April. She said the Planning Commission reviewed a potential development at the Christian Science Church property, and chose a test case area in Old Village for a form based code area. She also encouraged people to visit the library to see their centennial exhibit.

Thomey said there would be a NPFAB meeting on April 17 at 4 p.m. in Northville.

b. Appointments

There were no appointments.

12. ADJOURNMENT

A motion to adjourn was offered by Thomey and seconded by Filipczak at 8:30 p.m.

There was a voice vote.

MOTION PASSED

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

City of Plymouth
 201 S. Main
 Plymouth, Michigan 48170-1637

www.plymouthmi.gov
 Phone 734-453-1234
 Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name Plymouth DDA/Plymouth Chamber of Commerce

Ph# 7344551453 Fax# _____ Email dda@plymouthmi.gov Website www.downtownplymouth.org

Address 831 Penniman City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Sam Plymale/Wes Graff Title Director/President

Ph# 7344551453 Fax# _____ Email splymale@plymouthmi.gov Cell# 7345365268

Address 831 Penniman City Plymouth State MI Zip 48170

Event Name Saturday Street Scenes

Event Purpose To provide on-street entertainment (music, arts, etc.) to activate pedestrian walkways and storefronts in the Downtown district.

Event Date(s) Saturdays from May 20, 2023 - September 30, 2023 (Excluding major event/holiday weekends).

Event Times 4 p.m. - 8 p.m.

Event Location Kellogg Park (Main Street side), area in front of Sun & Snow, area in front of Boule Bakery, area near Westborn Market patio, area near Harris Conservatory of Music.

What Kind Of Activities? Acoustic musical performances, live art, and other street performance entertainment

What is the Highest Number of People You Expect in Attendance at Any One Time? N/A

Coordinating With Another Event? YES NO If Yes, Event Name: N/A

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)
An event which will provide on-street entertainment like musical performances, artists, and more to activate pedestrian walkways in the DDA district, Kellogg Park, and many of the storefronts throughout the DDA district.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO
If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): Summers Saturdays
Next year's specific dates: May 20, 2024 - September 30, 2024

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services.
(see Attachment B)

N/A

7. **AN EVENT MAP** IS IS NOT attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

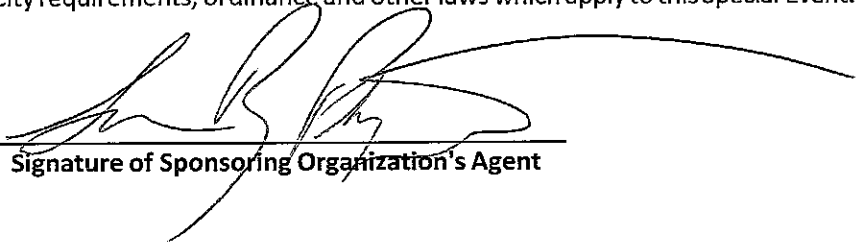
9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

03/22/2023

Date



Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

EVENT REVIEW FORM

EVENT NAME: Saturday Street Scenes TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	Approved	Denied	(list reason for denial)	Initial
<i>[Signature]</i>				
<i>TRASH Pick up</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES NO				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
POLICE:	Approved	Denied	(list reason for denial)	Initial
<i>[Signature]</i>				
<i>NO SERVICES NEEDED</i>				
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
FIRE:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$	Equipment Costs \$	Materials Costs	\$	
RISK MANAGEMENT:	Approved	Denied	(list reason for denial)	Initial
<i>[Signature]</i>				
Class I – Low Hazard				
Class II – Moderate Hazard Event Sponsors must provide current Certificate of Insurance naming City				
Class III – High Hazard of Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE-\$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

City of Plymouth
 201 S. Main
 Plymouth, Michigan 48170-1637

www.plymouthmi.gov
 Phone 734-453-1234
 Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name Michigan Philharmonic Youth Orchestra

Ph# 734-451-2112 Fax# 734-416-4267 Email nancyd@michiganphil.org Website www.mpyo.org

Address 650 Church St City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Nancy Davidson Title Education Coordinator & MPYO Manager

Ph# 734.259.4714 Fax# _____ Email nancyd@michiganphil.org Cell# 734.259.4714

Address 650 Church St City Plymouth State MI Zip 48170

Event Name MPYO Pops Concert

Event Purpose Share our music with family, friends, and community

Event Date(s) Tuesday, June 6, 2023

Event Times 6-7p (Set up at 5p)

Event Location Kellogg Park

What Kind Of Activities? Youth Orchestra in the band shell

What is the Highest Number of People You Expect in Attendance at Any One Time? 200

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

5-6p Chair set up, sound system check, students arrive

6-7p Concert

7-7.30p Chair take down, student dismissal

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): First Tuesday in June
Next year's specific dates: June 4, 2024

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

Band shell needed
Sound system (including 2 speakers and audio rack), set up & testing needed

7. **AN EVENT MAP** IS IS NOT attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

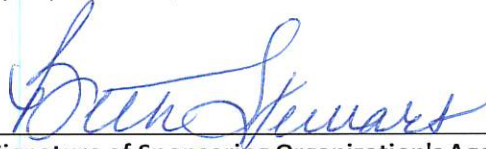
9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

03.21.2023

Date



Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. **INDEMNIFICATION AGREEMENT**

INDEMNIFICATION AGREEMENT

The Michigan Philharmonic Youth Orchestra _____ (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the **MPYO Pops Concert** _____ (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  _____

Date 03.21.2023

Witness _____

Date 03.21.2023

EVENT REVIEW FORM

EVENT NAME: Mich. Phil. Youth Concert TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<u>1 FTE PA system</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <u>YES</u> NO				
Labor Costs: \$	Equipment Costs: \$	Materials Costs	\$	
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<u>1 OFFICER FOR 1 HOUR</u>				
Labor Costs \$	Equipment Costs \$	Materials Costs \$	<u>26-</u>	
FIRE:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
HVA:	Approved	Denied	(list reason for denial)	Initial
DDA:	Approved	Denied	(list reason for denial)	Initial
Labor Costs \$	Equipment Costs \$	Materials Costs \$		
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial
<u>Class I - Low Hazard</u>				
Class II - Moderate Hazard Event Sponsors must provide current Certificate of Insurance naming City				
Class III - High Hazard of Plymouth as 'Additional Insured' including in the Description Box/Area.				
Class IV - Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - CDBG Intergovernmental Agreement with County ending June 30 2024 -04-03-23.docx
Date: March 28, 2023
RE: Intergovernmental Contract – Wayne County for Block Grant Funding (CDBG)

BACKGROUND

The City Commission is aware that we are part of a consortium of communities that participate in the Wayne County Community Development Block Grant Program. These are federal funds that are passed through the County and then out to the local municipalities. Due to our population demographics it is difficult for us to receive funding directly from the state and federal government. We typically use this funding to help us fund a small portion of our share of the senior transportation program that is run with Plymouth Township.

There have been a number of staff changes and responsibility changes at Wayne County, and as a result we are just now receiving the 2022 – 2024 intergovernmental contract with the County for these funds. This agreement covers the period from July 1, 2022 to June 30, 2024.

Our Economic Development Director, John Buzuvis handles processing these funds and we have attached a memorandum which will provide additional background information. In addition, we have attached the entire intergovernmental contract between the City and County.

Recommendation

The City Administration recommends that the City Commission approve the intergovernmental contract, known as the Subrecipient Agreement for Community Development Block Grant between the Charter County of Wayne and the City of Plymouth. This agreement will remain in effect through June 30, 2024.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please contact John Buzuvis or myself.



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Paul Sincock, City Manager

From: John Buzuvis, Economic Development Director 

CC: S:\Community Development\John\John\CDBG\2022-2023

Date: March 23, 2023

RE: Community Development Block Grant (CDBBG) Subrecipient Agreement 2022-2024

Background: The City of Plymouth is a sub-recipient of Wayne County for Community Development Block Grant (CDBG) funds administered by the Department of Housing and Urban Development (HUD). The City has been a sub-recipient of Wayne County for CDBG funds for decades and as such have from time-to-time had to renew contracts and enter into agreements with Wayne County to remain in compliance with HUD. The city has typically dedicated as much CDBG funding as allowed by HUD to offset the cost of the Senior Transportation and/or Americans with Disabilities (ADA) compliance projects. The City of Plymouth received \$20,000 in CDBG funding for the 2022 program year (to be spent by December 31, 2023) to be used in public service projects that enhance suitable living environment.

Historically, as you may recall, the City was required to do a significant amount of administrative work including multiple public hearings and legal postings to receive CDBG funding from Wayne County. In 2019 Wayne County streamlined the process and reduced the administrative burden on sub-recipients for CDBG funding and took on the responsibility for holding public hearings, compiling myriad reports and applications. The City is required to maintain a Subrecipient Agreement with Wayne County to remain eligible for CDBG funding. These agreements are multi-year in nature and as such need to be executed by the city and county on occasion. At this time Wayne County is requesting the city, to review, approve and execute the enclosed subrecipient agreement.

The enclosed agreement once executed will run through June 30, 2024. The agreement memorializes each parties' responsibilities for compliance with HUD and other federal requirements related to CDBG funding. The agreement precludes the city from applying for CDBG funding through the Small Cities or State of Michigan directly while this agreement is in effect. Additionally, the agreement contains requirements specific to HOME Investment Partnership Program requirements; however, these requirements do not apply as the city does not, and has not, participated in that program.

If the City Commission should choose to not renew the agreement our relationship as a subrecipient for CDBG with Wayne County would be terminated. The City would have to seek CDBG funds from the State of Michigan directly. This would create a significant administrative burden and would require myriad staff resources to set the program up and operate it.

RECOMMENDATION:

The Administration recommends the City Commission review and approve the enclosed Community Development Block Grant Subrecipient Agreement and authorize the mayor to sign the agreement on behalf of the city.

Attached please find a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BETWEEN THE
CHARTER COUNTY OF WAYNE

AND
CITY OF PLYMOUTH

Term July 1, 2022 through June 30, 2024

**Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants**

THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made effective as of the 1st day of July, 2022, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the [COMMUNITYNAME], whose address is [ADDRESS] (the “Subrecipient”).

Mutual Understandings

- A.** Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“HUD”) to be the recipient of Community Development Block Grant (“CDBG”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “Act”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B.** The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2022 starting July 1, 2022 (“Program Year”).
- C.** The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D.** Both the Subrecipient and the Recipient (“Parties”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E.** The Work to be performed under this Agreement must be completed within twenty-four (24) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F.** The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G.** The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1
Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01. **“Agreement”** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02. **“CDBG”** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **“CDBG Funds”** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$20,000 (Twenty Thousand Dollars).**
- 1.04. **“City”** means the following:
- (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **“Closing or Closing Date”** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **“Contractor”** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **“Counsel”** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **“LMA”** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **”LMI”** shall mean low and moderate income.
- 1.10. **“LMH”** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **“LMC”** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **“LMJ”** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **“Program Income”** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **“Program Manager”** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **“Recipient”** or **“County”** shall mean the County of Wayne, Michigan.
- 1.16. **“Records”** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **“Regulations”** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **“Rehabilitation”** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. **“Subrecipient”** shall mean the [COMMUNITYNAME], a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State

in which it is located) in the 12 calendar months before the submission of the action plan;

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
 - 1) Area is primarily residential and activity meets LMI needs.
 - 2) Income levels are documented by Census or an approved substitute.
 - 3) Exceptions apply under special circumstances.

- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
 - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
 - 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)

- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
 - 1) At least 51% of units must be occupied by LMI.
 - 2) Exceptions to the 51% rule are possible under limited circumstances.

- d. (LMJ) Jobs -- activity creates or retains jobs:
 - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

- a. The delineated area in which the activity occurs must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;

- b. The area must also meet either one of the two conditions specified below:
 - 1) At least 25 percent of the properties throughout the area exhibit the following:
 - i. Physical deterioration of buildings/improvements;
 - ii. Abandonment of properties;
 - iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;
 - iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
 - v. Known or suspected environmental contamination. •
 - 2) Public improvements throughout the area are in a general state of deterioration. |
- c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

3. Meets a need having a particular urgency (referred to as urgent need).

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The term of this Agreement is July 1, 2022 to June 30, 2024. The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds.

Any Work shall be completed on or before twenty-four (24) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this

Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient or its contractors on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG

Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, **24 CFR 85.36, and 2 CFR 200.320**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **\$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases

procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5
Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan

guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in **Appendix D**.
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics in Public Contracting Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted

from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.
- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

H. Secure any Work to prevent any damage or waste.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party. **Section 10**

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his/her designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for requiring the same insurance of its contractors. Any shortfalls in insurance for contractors, specific to services related to this Agreement, will be the responsibility of the Subrecipient. If the Subrecipient maintains insurance through the Michigan Municipal Risk Association or the Michigan Municipal League the County will accept such insurance if it substantively meets the coverage requirements below, as determined by the County Risk Management Division:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

- 14.03 Primary Coverage.** For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- 14.04 Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05 Waiver of Subrogation.** Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07 All insurance must be effected under valid and enforceable policies,** issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08 Claims-made Policies.** If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Contract work.

14.09 Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

14.10 Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

14.11 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15
Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these “Section

3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of 24 CFR 85.36. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract,

subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

[SUBRECIPIENTCONTACT]

[COMMUNITYNAME]

[SUBRECIPIENTADDRESS]

[EMAIL]

[PHONE]

If to the Recipient:

The Charter County of Wayne

Community Development Division - Economic Development Department

28th Floor, Wayne County Building

500 Griswold

Detroit, Michigan 48226-2831

Attention: Director of Community Development

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work (“Point of Contact”). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County,

Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21

Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 Effectiveness

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

[SIGNATURES ON NEXT PAGE]

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the dates below.

SUBRECIPIENT:[City of Plymouth]

By: _____

[AUTHORIZED SIGNER TITLE]

Date:

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans
Wayne County Executive

Date:

APPENDIX A

CDBG PROJECTS

Grantee	PY 2022 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
City of Plymouth	\$20,000	Public Services	\$20,000	05A	LMC	Elderly	N/A	4,500 Persons	Enhance Suitable Living Environment	22-21-05A

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing – The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The local government's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government’s knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Certifying Officer

Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community’s consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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 into 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.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: City of Plymouth
Agreement: 2022 CDBG Subrecipient Agreement
Agreement Year: July 1, 2022 through June 30, 2024

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of 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;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, 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”, “Grantee”, “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: 45 CFR Part 76.

5. The Subrecipient agrees that 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 Recipient.
6. The Subrecipient further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a 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 Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____.

Notary Public,
Wayne County, Michigan
My Commission Expires: _____
Acting in County of _____, Michigan

**EXHIBIT E
FFATA FORMS**

INFORMATION REQUEST FORM

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

200.331 Checklist

COUNTY DEPARTMENT: Economic Development _____

FISCAL YEAR: 2022 _____

AWARD ID #	AMOUNT
14-218	\$20,000

Please complete the following information:

Subawardee UEI: _____

Subawardee Name (must match name in SAM): _____

Subawardee Address: _____

Amount of subaward (obligated amount): _____

Subaward Obligation/Action Date:

Identification of whether the award is R&D (yes or no):

Subaward Period of Performance Start and End Date: _____

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants: _____

Subawardee Number: _____

Location of entity (including congressional district): _____

Subawardee Principal Place of Performance (including congressional district): _____

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: _____

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the UEI it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO: _____

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

(1) Federal Award Identification:

- a. Subrecipient name (which must match registered name in SAM);
- b. Subrecipient's UEI number (see 2 CFR 25 Universal Identifier and System for Award Management).
- c. Federal Award Identification Number (FAIN);
- d. **Federal Award Date (see Section 200.39 Federal award date);**
- e. Subaward Period of Performance Start and End Date;
- f. **Amount of Federal Funds Obligated by this action**
- g. Total Amount of Federal Funds Obligated to the subrecipient;
- h. **Total Amount of the Federal Award;**
- i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;
- k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- l. Identification of whether the award is R&D,
- m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

ETHICS IN CONTRACTING VENDOR FORM

**(DISCLOSURE OF RELATIONSHIPS WITH COUNTY
CONTRACT MANAGERS BY OWNERS AND OFFICERS OF
BUSINESS SUBMITTING QUOTE)**

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Is any Partner, Principal, Corporate Officer, Owner or Corporate Director an immediate family member of a County employee? YES NO

If Yes: Name: _____ Relationship: _____
Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? YES NO

If Yes: Name: _____
Department: _____ Title: _____

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? _____ YES _____ NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

4. Does any Partner, Principal, Corporate Officer, Owner or Corporate Director and a contract manager each have a substantial financial interest in one or more of the same business ventures? YES NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

**ETHICS
CERTIFICATION**

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): _____

Signature: _____ Date: _____

Company Name: _____

Company Tax ID #: _____

**ETHICS
DEFINITIONS**

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

BUSINESS INFORMATION QUESTIONNAIRE

Please complete the following:

1. Company's official registered name

2. Brief history of your company, including the year it was established

3. Company's Dun & Bradstreet (D&B) number (Required for federally funded contracts, optional otherwise)

4. Company Type (Corporation, LLC, Joint Venture, Partnership, Individual). If Corporation, include State of Incorporation and Date of Incorporation.

5. Company's organizational chart including those individuals that would be involved in the contract. Please include all Partners, Principals, Corporate Officers or Owners, Corporate Directors.

6. Corporate office location

a. List the addresses of sales and service offices/locations in Michigan

b. List the names of key contacts at each with title, address, phone and e-mail address

7. List of principal owners / stockholders (i.e., those holding 5% or more of the company or outstanding stock)

8. Financial Disclosure/Conflicts of Interest (Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

9. Has your company been debarred by the Federal, any State or Local Governments or Authorities? Yes No If yes, has it been lifted and if so, when?

10. Has your company had contracts terminated for breach or failure to perform within the past five years? Yes No If yes, by whom and why?

11. Has your company had any violations, or are there any investigations pending for any Federal, any State or Local Governmental or Authority contracts? Yes No
If yes, has it been lifted and if so, when?

RESOLUTION

The following Resolution was offered by Commissioner _____ and seconded by Commissioner _____.

WHEREAS The City Commission of the City of Plymouth has been a sub-recipient of the Wayne County for Community Development Block Grant funding for several decades, and

WHEREAS The Department of Housing and Urban Development (HUD), requires the City and County to renew Subrecipient Agreements from time to time, and

WHEREAS The City of Plymouth wishes to continue their relationship as a subrecipient of Wayne County for Community Development Block Grant funding, and

WHEREAS The Department of Housing and Urban Development is requiring Wayne County to renew the Subrecipient Agreement with each subrecipient community to remain in compliance,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the enclosed Subrecipient Agreement for Community Development Block Grant effective from July 1, 2022, through June 30, 2024.

NOW BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth authorizes the mayor to sign the agreement on behalf of the City of Plymouth



Administrative Information – No Action Required

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Budget Message for City Comm Packet 04-03-23.docx*
Date: March 30, 2023
RE: Presentation of the Budget

INFORMATION ONLY – No Action Required

The City Administration is required to present the City Commission with the proposed budget at the first meeting in April. We are currently in the final stages of putting the budget documents together. We normally pass the books out at the City Commission Meeting and make it available on-line at the same time.

The City Charter requires that the administration deliver a balanced budget to the City Commission. The Headlee Amendment and Proposal A will continue to impact our revenue sources now and into the future. Those laws prevent the City from keeping up with the current high inflation rates. The state reports that inflation is running at 7.9%, but the laws will only allow the City assessed values to go up by 5%.

We continue to genuinely concerned about the 35th District Court as they are now operating at a deficit and now are an expense for the City. The Court is independent of the City and we do not control their operations, but we have to pay their expenses when they operate at a deficit, as their expenses exceed their revenues. It should be noted that we predicted that the cost of adding a judge (in 2003) and related staff would lead to a situation where the court would become a cost center for the City. The Court's deficit spending is causing the Court to merely pass along their deficit to the five local units of government to be paid, without regard to how the Court spends money.

Again, in the proposed budget we have attempted as much as possible to maintain service levels and to address inflation driven higher costs for vendor services and the former defined benefit retirement plan, while providing a safe, clean community that delivers on the vision of the City Commission's strategic plan.

The highest inflation rates in decades are impacting our operations. Something as simple as the cost of gasoline has an impact on our ability to maintain our budget. We anticipate that we will continue to see increases in the cost of supplies and contractual services as those contractors attempt to meet their higher expenses for employees, and

NO ACTION REQUIRED – Informational Only

supplies. Increased utility costs for electric, natural gas or even water affects our operations and especially the General Fund. This will also affect our infrastructure program as contractors pass along higher expenses for fuel, asphalt, concrete, supplies, equipment and employees.

Despite our success at delivering a wide range of services, we all must be acutely aware that government cannot solve every individual issue or problem. Changing directions to respond to or developing specific ordinances to resolve a single issue will result in several unintended consequences in other areas.

The City Commission has made it a priority for continued staff development and this is helping in the area of recruitment and retention. Typically, potential new hires are asking about the “Plymouth culture” before accepting any position with the city. Work on recruitment and retention issues continues in this new budget.

The agreement with the City of Northville for fire service is now moving forward with a ICMA – Center for Public Safety Management study of Department operations. Our efforts to continue to monitor and drive for improvement in their operations at the Plymouth Station are anticipated to be on-going. It is anticipated that under the current arrangement for staffing assignments, we will need to devote additional attention to monitoring payroll, purchasing, response times, and response levels. We are looking forward to the implementation of the ICMA-CPSM report in the new Fiscal Year.

Streets and maintenance of streets is a statewide issue, and it is no different here in Plymouth. Our residents have passed a road bond package which shows that streets are a huge factor in the Quality-of-Life for our residents. In this budget, we will continue to move forward with our infrastructure plan, but we will need to be aware of the anticipated escalating costs due to high inflation rates for 2023 and beyond. The volume of work available on a state-wide basis as well as limits on available employees and increased costs for supplies will affect our ability to complete as many projects as we may have initially planned.

We want to make special recognition of Finance Director John Scanlon and his staff who have put in extensive work to complete the proposed budget. The development of an award-winning budget is no small feat, and we are keenly aware of the many additional hours that John puts in on this project.

There is no action needed on this item, but we wanted this “on the record” to indicate that we have provided the City Commission with budget as required at the meeting.

If you have any questions related to the budget in advance of the meeting or in advance of our budget study sessions, please feel free to contact me.

NO ACTION REQUIRED – Informational Only



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Road Salt Bids for 2023 - 24 - 04-06-23.docx
Date: March 31, 2023
RE: Road Salt Bids for 2023 - 24

Background

The City is planning to use the MIDEAL or State of Michigan Purchase Contract for Road Salt for the upcoming 23 - 24 winter season. By using the State of Michigan contract, we are able to use the State's bidding procedures and take advantage of the large volume group pricing that is offered under the state contract.

Prior to using brine, on an average one-inch snow fall, we would use approximately 50 tons of salt to clear our streets and municipal parking areas. Obviously, during a more significant storm our use of road salt would climb with the amount of snow and the length of time that it snows. The last three winters have been relatively mild, so it is not directly feasible to compare one year to the next in terms of salt usage/ordering. The use of brine has reduced our salt per storm usage by approximately 25%.

The MIDEAL Purchasing Program requires that we place our order for Road Salt for next winter now. This allows the State to combine the anticipated demand from all of the participating municipalities into a single bid. The actual price for road salt will not become available sometime in August.

We have attached a memorandum from Municipal Services Director Chris Porman that will provide additional background information on this subject.

RECOMMENDATION:

The City Administration recommends that the City Commission accept the terms for the State Bid for Road Salt for the upcoming winter season. We have prepared a proposed Resolution for the City Commission to consider regarding this matter. The only thing being authorized at this time is for the City to participate in the MIDEAL Program for road salt purchases and for 800 tons of salt. Should you have any questions in advance of the meeting please feel free to contact me.




Department of Municipal Services

1231 Goldsmith, Plymouth, MI

734-453-7737

dms@plymouthmi.gov

Date: March 30, 2023
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services 
Re: Winter 2023/2024 Salt Order

Background

The City of Plymouth has participated in the State of Michigan extended purchasing program (MiDeal), for the purchase of bulk road salt for the many years. By participating in purchasing road salt through the MiDeal program, we are able to take advantage of the lower pricing acquired through the purchasing power of the entire state of Michigan, as well as receive a guarantee to the quantity of salt that we are requesting.

We are required to place the order now for next winter, even though we are not far removed from the previous winter, as the State combines the demand from all participating municipalities into a single bid. The actual price does not become available until the bid is awarded (usually August) and the salt is available for delivery. As reference, the State price was \$49.75 in 2011/2012, \$41.00 in 2012/2013, \$35.21 in 2013/2014, \$58.95 in 2014/2015, \$57.08 in 2015/2016, \$42.43 in 2016/2017, \$30.97 for 2017/18, \$61.24 for 2018/19 \$52.38 for 2019/20, \$50.02 for 2020/21, \$43.58 for 2021/22 and \$53.45 for 2022/23.

The MiDeal program stipulates that communities must purchase at least 80% of the total order. Communities may purchase an additional 20% over their initial order. This range provides us the flexibility to navigate "most" mild or harsh winters.

For the next season, we would like to order 800 tons. Prior to using brine for pretreatment or pre-wetting the salt, we would use approximately 1,500 tons on average. As we have been continuing to increase our use of brine over the last few years, our usage has been consistently below 1,000 tons. Admittedly, some of the reduction is a result of a bit milder winters, but we have seen approximately 25% to 30% less salt usage per each "storm." Based on our usage, we would like to place our order for 800 tons for next winter. To participate in the State of Michigan program, we need to order the salt now.

Recommendation

Due to funds being committed for the purchase, I would recommend that the City Commission grant authorization to enter into the State of Michigan (MiDeal) program for the purchase of road salt in the amount of 800 tons.

Should you have any questions, please feel free to contact me.

RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____.

WHEREAS The City of Plymouth operates a road system, and the winter months require that
The City take certain snow and ice control measures to ensure the public safety, and

WHEREAS The City of Plymouth uses a significant amount of Road Salt to keep the City's
Roads passable during the winter months, and

WHEREAS The City is may choose to participate in the State of Michigan group purchasing plan
Known as the MIDEAL for the purchase of Road Salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to enter into an agreement with the State of Michigan for the purchase of Road Salt through the MIDEAL Extended Purchasing Plan for the 2023 - 24 winter season. The City shall contract for 800 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.