City of Birmingham
A Walkable Community

MEMORANDUM

Finance Department

DATE: **October 14, 2014**

TO: **Joseph A. Valentine, City Manager**

FROM: **Kathryn Burrick, Senior Accountant**
B. Sharon Ostin, Director of Finance/Treasurer

SUBJECT: **Public Services Community Development Block Grant (CDBG) Contract**

The 2014-2015 CDBG application was approved by the City Commission on December 9, 2013. Oakland County authorized the 2014-2015 CDBG grant funding in the attached letter dated September 5, 2014. The award provides funding in the amount of $6,554 for Yard Services and $3,328 for Senior Outreach Services for a total of $9,882 which is the maximum amount that may be awarded under the CDBG program and authorized for public services activity.

The Yard Services grant would provide assistance for lawn cutting, tree trimming, spring and fall yard clean-up, gutter cleaning, snow removal, leaf removal and salting. Senior Outreach Services provides referral services for items such as home delivered meals, income tax assistance, medical counseling and legal assistance. Competitive bidding for these public services was required.

On Wednesday, June 25, 2014, sealed bid proposals entitled, "CDBG Bid Proposal" were opened and read. The request for proposal (RFP) was advertised in the Observer & Eccentric Newspaper on May 18, 2014, posted outside of the City Clerk's Office and mailed to three potential agencies using a Public Service Directory as provided by Oakland County. The department received one bid as follows:

Agency	Bid
Birmingham Area Senior Coordinating Council (BASCC)	$9,882
Oakland Livingston Human Services Agency (OLHSA)	No bid received
Community Services of Oakland (CSO)	No bid received

The bid was evaluated on a point rating system as required by Oakland County's procurement guidelines. This system allows the decision to be based on the best service provider not solely based on the lowest price. The criteria and points rating system was established before the RFP was issued and all potential bidders were informed of this process.

In evaluating the bid, BASCC received an average point score of 99.50 based on BASCC's past experience with the City, availability of qualified personnel, capability, and familiarity with the CDBG program. Currently BASCC is administering the City's 2013-2014 CDBG Yard Service and Senior Outreach Service program. It is recommended that the Public Services Contract be awarded to BASCC for the 2014-2015 program year with an ending contract date of June 30,

2016 which is the maximum contract date allowable by Oakland County. This will allow BASCC until June 30, 2016 to expend their grant balance.

SUGGESTED RESOLUTION:
To award the 2014-2015 Public Services contract totaling $9,882 for Yard Services and Senior Outreach Services to the Birmingham Area Seniors Coordinating Council (BASCC) under the Community Development Block Grant Program; and further, to authorize the Mayor to sign the contract on behalf of the City.

OAKLAND
COUNTY MICHIGAN

OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

COMMUNITY &
HOME IMPROVEMENT

Karry L. Rieth, Manager
(248) 858-0493

September 5, 2014

Dear Community Development Block Grant (CDBG) Administrator:

The Community & Home Improvement Division is pleased to inform you that you may now obligate and expend program year (PY) 2014 Community Development Block Grant (CDBG) funds. Enclosed, you will find a copy of your community's project summary showing projects and amounts as approved. **Please review the project summary carefully. It is the official description of your community's approved 2014 CDBG activities and takes precedence over the CDBG application submitted to this office in the fall of 2013.**

If you have a project whose eligibility is based on Area Wide Benefit, please contact Carla Spradlin at (248) 858-5312 to discuss the impact of HUD Notice CPD-14-11 *Transition Policy for Low/Moderate Income Summary Data Updates during Fiscal Year 2014 for the Entitlement Grantees of the Community Development Block Grant Program* effective July 1, 2014 (see enclosed map with attached memo).

All CDBG funds must be expended in compliance with applicable federal, state, and county laws and regulations, and with any restrictions listed on the project summary. The following comments and/or instructions constitute part of your project summary:

- No projects funded in whole or in part by CDBG funds may take place within wetlands areas unless an eight-step environmental review process is followed to determine that no practicable alternative to the project exists and all necessary state permits have been obtained.
- No categorically excluded or environmentally assessed project (coded 2 or 3 respectively on the project summary) funded in whole or in part by CDBG funds, may take place within a 100 or 500 year floodplain as identified by the Federal Emergency Management Agency (FEMA) unless an eight-step process is followed to determine that no practicable alternative to the project exists.

As part of the County's environmental review record procedures, various local, state, and federal agencies received a copy of the 2014 CDBG application for review. If an agency commented on activities their remarks are enclosed as attachments. These comments also constitute part of your official project summary. The MI DEQ requires permits for certain CDBG funded projects and a list of MI DEQ permit requirements is enclosed.

Also enclosed with this letter, project summary, official 2014 Area Wide Benefit Map, and agency comment(s) (if applicable) is a copy of the 2014 Subrecipient Agreement (SA) between your community and Oakland County. The SA is required under federal CDBG regulations and specifies your record keeping, auditing, monitoring, property disposition, environmental, and other responsibilities under the Oakland County CDBG program. The SA is in effect until all 2014 funds are expended and record keeping, record retention, and audit responsibilities are satisfied as specified. **Please file your signed copy of the Subrecipient Agreement with your PY 2014 application.**

If you have questions regarding the 2014 the enclosed information please contact Carla Spradlin, Grant Compliance and Program Coordinator, at (248) 858-5312. We look forward to working with you during this new program year.

Sincerely,

Karry L. Rieth
Manager

COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2014

(Revised 3/14)

City of Birmingham
Municipality

Birmingham Area Senior Coordinating Council (BASCC)
Service Agency

CONTRACT DURATION:

Effective Date: **July 1, 2014** ***Ending Date:*** **June 30, 2016**

This contract shall be effective for 2 years from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: **2014- 2015** ***Account Name(s):*** **Yard Services and Senior Services**

Total CDBG Dollar Amount of Contract: **$9,882**

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Section I. AGREEMENT

This contract is made this day, 9/5/2014, between Birmingham Area Seniors Coordinating Council (BASCC), hereinafter designated as the "Service Agency", having its
(Name of Service Agency)

principal office at 2121 Midvale Avenue, Birmingham, MI 48009 and,

City of Birmingham, hereinafter designated as the "Municipality",
(Name of Municipality)

having its principal office at 151 Martin Street, Birmingham, MI 48009.

***Section II. **PURPOSE**

A) The purpose of this contract shall be: Providing Yard Services and Senior Outreach Services to low and moderate income homeowners, including senior citizens and persons with disabilities, of the City. The City of Birmingham has designated program year **2014-2015** Community Development Block Grant Funds in the amounts of **$6,554 for Yard Services and $3,328 for Senior Services**. These programs will be administered for the City through the Birmingham Area Seniors Coordinating Council (BASCC) and a volunteer board appointed by BASCC for the **2014-2015** program year commencing on **July 1, 2014** and ending **June 30, 2016** under a two year contract.

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal – Improve Quality of Life; Objective – Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome – Improved Availability/Accessibility.

PROGRAM GUIDELINES

Yard Service and Senior Outreach Service Program recipients must be resident homeowners of the City of Birmingham. There are 24 estimated number of households to be served. A competitive pricing analysis will be obtained by the Service Agency to determine the best cost and qualifications for the type of service being rendered. BASCC administrative costs include a part-time 24 hour per week staff person with an estimated $13 to $15 hourly rate.

Residents may be eligible for Yard Service and Senior Outreach assistance upon providing proof that total household annual income including pensions, social security, interest income, etc. does not exceed the following limits:

Persons Per Households	**Income**	**Persons Per Households**	**Income**
1	$ 34,950	5	$53,900
2	39,950	6	57,900
3	44,950	7	61,900
4	49,900	8	65,900

Yard Services may include such projects as lawn mowing, spring and fall yard clean-up, snow removal, leaf removal, salting, gutter cleaning, tree trimming, and other projects, at the discretion of the Board, which may impact the health and safety of the resident.

Senior Outreach Services may include information, referral, education, counseling and other services, at the discretion of the Board, which may impact the health and safety of the resident.

SECTION III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

A) Receive and maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.

B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services. BASCC will bill administrative costs for the Yard Service program (**$1,310.80**) and the Senior Outreach Service program (**$665.60)** in twelve (12) equal installments or in one (1) installment request. This represents 20% of the contract amount.

C) Provide the Municipality invoices for services rendered based on actual costs.

D) Submit payment requests that include required supporting documentation on a monthly basis or annual/quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.

E) Provide management and personnel to adequately perform the services prescribed by this agreement.

F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Service Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.

G) Provide insurance in the kind and amount specified by the *(Municipality)* City of Birmingham. The *(Municipality)* City of Birmingham shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.

H) FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

I) The Service Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The City of Birmingham shall:
(Municipality)

A) In consideration for service rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount specified above.

B) The municipality shall require written documentation of the client benefit qualification to be kept on site with the agency.

C) The municipality must monitor the service agency at least once during the contract period.

D) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here. Payment requests from the Service Agency are to be received on a Monthly, Quarterly, or Annual basis.

Section V. COMPLIANCE

A) The Service Agency shall comply with all applicable laws, ordinances, codes and regulations, of the Federal, State and local governments.

B) Client Eligibility: All clients served under this agreement shall be qualified via either the HUD section 8 income verification or the HUD "presumed benefit" verification.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Service Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL PROVISIONS

A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.

B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.

C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division, of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services actually rendered up to notification of termination.

D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.

E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of

use thereof, which arises out of, or is in any way connected or associated with, the activity authorized by this contract.

F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.

G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.

I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

J) Copeland "Anti-Kickback" Act: The Service Agency shall comply, with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair).

K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.

L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

M) Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (http://epls.arnet.gov), Oakland County Community & Home Improvement Division has determined as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

Section IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY		**MUNICIPALITY**	
Name:	Birmingham Area Seniors Coordinating Council (BASCC)	Name:	City of Birmingham
Representative Name:	**Cris Braun, Executive Director**	Representative Name:	**Laura M. Pierce, City Clerk**
Phone #:	(248) 203-5270	Phone #:	(248) 530-1880
Address:	2121 Midvale Avenue Birmingham, Michigan 48009	Address:	151 Martin Street PO Box 3001 Birmingham, Michigan 48012

Section X. INDEMNIFICATION: To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY OF BIRMINGHAM against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM.

Section XI. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY		**MUNICIPALITY**	
Name:	**Birmingham Area Seniors Coordinating Council (BASCC)**	Name:	**City of Birmingham**
Officer Name:	**Cris Braun**	Officer Name:	**Scott D. Moore**
Officer Title:	**Executive Director**	Officer Title:	**Mayor**
Signature:	Cris Braun	Signature:	
Witnessed:	Deare Herringer	Witnessed:	
Date:	Sept. 16th 2014	Date:	