City of Birmingham
A Walkable Community

MEMORANDUM

Finance Department

DATE: **October 12, 2016**

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

FROM: **Kathryn Burrick, Senior Accountant**
Mark Gerber, Director of Finance/Treasurer

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

The 2016-2017 CDBG application was approved by the City Commission on December 7, 2015. Oakland County has authorized the 2016-2017 CDBG grant funding in the attached letter dated October 7, 2016. The award provides funding in the amount of $8,978 for Minor Home Repair, $6,306 for Yard Services and $3,300 for Senior Outreach Services for a total of $18,584.

The Minor Home Repair grant would provide assistance for improving permanent residential structures. 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 Thursday, June 30, 2016, 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 29, 2016, 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
NEXT (formerly BASCC)	$17,900
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, NEXT received an average point score of 99.0 based on NEXT's past experience with the City, availability of qualified personnel, capability, and familiarity with the CDBG program. Currently NEXT is administering the City's 2015-2016 CDBG Yard Service and Senior Outreach Service program. It is recommended that the Public Services Contract be awarded to NEXT for the 2016-2017 program year with an ending contract date of June 30,

2018 which is the maximum contract date allowable by Oakland County. This will allow NEXT until June 30, 2018 to expend their grant balance.

SUGGESTED RESOLUTION:
To award the 2016-2017 Public Services contract totaling $18,584 for Minor Home Repair, Yard Services and Senior Outreach Services to NEXT 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
COMMUNITY &
HOME IMPROVEMENT

OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

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

October 7, 2016

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) 2016 Community Development Block Grant (CDBG) funds.

The enclosed materials including this letter, Subrecipient Agreement, Funding Approval/Agreement, Project Summary and Area Wide Benefit Map should be maintained in your PY 2016 application files to document the official release of funds.

The enclosed Subrecipient Agreement is required under federal regulation and specifies your record keeping, auditing, monitoring, property disposition, environmental and other responsibilities under the Oakland County CDBG program. The Subrecipient Agreement is in effect until all PY 2016 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 2016 application.

Please review the PY 2016 Project Summary carefully. It is the official description of your community's approved 2016 CDBG activities and takes precedence over the PY 2016 CDBG application submitted to this office in the fall of 2015.

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.

* Eight-step environmental reviews must be approved by Cherri Janeczek, Environmental Officer, at time of application.

As part of the County's environmental review record procedures, various local, state and federal agencies received a copy of the 2016 CDBG application for review. If an agency commented on activities their remarks are also enclosed as attachments. These comments constitute part of your PY 2016 Project Summary.

If you have questions regarding 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 2016

CITY OF BIRMINGHAM

Municipality

NEXT

Service Agency

Effective Date: **July 1,** 2016 *Ending Date:* **June 30,** 2018

This contract shall be effective for 2 *year(s) 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: 2016-2017 ***Account Name:*** Yard Services, Senior Services, Minor Home Repair

Total CDBG Dollar Amount of Contract: $ 18,584

Section I. AGREEMENT

This contract is made this day, 10/12/2016, between NEXT,
(Name of Service Agency)
hereinafter designated as the "Service Agency", having its principal office at 2121 Midvale Avenue, Birmingham, MI 48009
(Service Agency Address)
and, CITY OF BIRMINGHAM, hereinafter designated as the "Municipality",
(Name of Municipality)
having its principal office at 151 Martin Street, Birmingham, MI 48009.
(Municipality Address)

*****Section II. PURPOSE**

A) The purpose of this contract shall be: **(List a detail description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** *Providing Yard Services, Senior Services, and Minor Home Repair to low and moderate income homeowners, including senior citizens and persons with disabilities, of the City. The City of Birmingham has designated program year 2016-2017 CDBG funds in the amounts of $6,306 for Yard Services, $3,300 for Senior Services, and $8,978 for Minor Home Repair.*

These programs will be administered for the City through NEXT and a volunteer board appointed by NEXT for the 2016-2017 program year begining July 1, 2016 and ending June 30, 2018. Costs are derived using the number of low-moderate income persons with new access to service.

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.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

A) 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. *NEXT will bill administrative costs 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 monthly or 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 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. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.

H) The 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 Municipality shall:

A) In consideration for services 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 monthly, quarterly, or annually.

Section V. COMPLIANCE

A) The Service Agency shall comply with 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.

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 CONTRACT 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 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.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY	MUNICIPALITY
Name: NEXT	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	Address: 151 Martin Street
Birmingham, Michigan 48009	Birmingham, Michigan 48009
E-mail Address: cbraun@birmingham.k12.mi.us	E-mail Address: lpierce@bhamgov.org
IRS #: 38-2280601	IRS #: 38-6004664

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

SERVICE AGENCY	MUNICIPALITY
Name: NEXT	Name: CITY OF BIRMINGHAM
Officer Name: Cris Braun	Officer Name: Rackeline J. Hoff
Officer Title: Executive Director	Officer Title: Mayor
Signature: Christa Braun	Signature:
Witnessed:	Witnessed:
Date: 10-12-16	Date: