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**DEVELOPMENT SERVICES
DEPARTMENT**

Dave Hills
Superintendent of Building
Division

Jeffrey Polkowski, AICP
Superintendent of Planning &
Zoning Division

MEMORANDUM:

DATE: NOVEMBER 8, 2022

TO: HONORABLE BOARD OF TRUSTEES

FROM: SCOTT ALEF, COMMUNITY DEVELOPMENT GRANT COORDINATOR

RE: CDBG PY2022 WOTA SERVICE CONTRACT

On August 15, 2022, the Township Board of Trustees approved the new CDBG 2022-2026 Consolidated Plan. Incorporated into the annual plan was an allocation of up to 15% of the annual allocation to be used to support the West Oakland Transportation Authority the services of transporting senior and disabled Waterford residents.

The annual allowance for PY2022, which runs between July 1, 2022 and June 30, 2023; allows for a total of \$54,913 for Public Services expenditures. HUD has given final approval for the funding allocations which allows the Township to contract with WOTA for services.

As such, the following resolution is respectfully recommended for the Township's consideration:

WHEREAS, On May 13, 2022, the U.S. Department of Housing and Urban Development has allocated \$366,089 in Community Development Block Grant funding to Waterford Township for Program Year 2022 which runs between July 1, 2022 and June 30, 2023.

WHEREAS, Waterford Township has identified \$54,913 of the allocated CDBG PY2022 funds to be dedicated to the West Oakland Transportation Authority for the Seniors/Disabled Persons Curb-to-Curb Transit Public Service.

WHEREAS, On September 24, 2022, the U.S. Department of Housing and Urban Development accepted the Waterford Township, MI submitted Consolidated Plan for 2022 to 2026.

NOW, THEREFORE,
BE IT RESOLVED, The Township of Waterford approves the CDBG PY 2022 West Oakland Transportation Authority grant with an authorized budget of \$54,913.

***With us there are no
boundaries***

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 22/23**

Waterford Township

Municipality

West Oakland Transportation Authority (WOTA)

Service Agency

CONTRACT DURATION:

Beginning Date: July 1, 2022 **Ending Date** June 30, 2023
This contract shall be effective for 1 year(s) from the beginning date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: 2022-2023 **Total CDBG Dollar Amount of Contract:** \$54,913

Section I. AGREEMENT

This contract is made this day, _____ between West Oakland Transportation Authority (WOTA), hereinafter designated as the “Service Agency”, having its principal office at 205 West Livingston Rd., Highland, MI 48357; and

Waterford Township, hereinafter designated as the “Municipality”, having its principal office at 5200 Civic Center Drive, Waterford, MI 48329

Section II. PURPOSE

A) The purpose of this contract shall be: (Explain services to be provided, for whom and at what cost. Include the number of clients to be served and a unit of measure to document how costs are derived.)

West Oakland Transportation Authority (WOTA) will provide the following services to Waterford Township residents who are elderly and/or disabled persons:

1. Curb-to-curb transit 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 representatives 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 a specific unit(s) of measure for all services.
- C) Provide the 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.

Section IV. THE MUNICIPALITY'S RESPONSIBILITY

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 of \$ 54,913.00 (or \$13,728.25 per quarter)
- B. Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency.

Section V. COMPLIANCE

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

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 rendered 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 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: The 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.
- 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, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality an/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 Service Agency, 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 the Municipality.
- 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 date 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 System for Award Management (<http://sam.gov>), Waterford Township 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 CONTRACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: West Oakland Transportation Authority Name: Waterford Township

Representative Name: Kim Veiner *Representative Name:* Scott Alef

Phone #: (248) 887-4979 Phone #: (248) 674-6247

E-Mail Address: info@rideWOTA.org E-Mail Address: salef@waterfordmi.gov

Address: WOTA Address: Waterford Township

205 West Livingston Rd. 5200 Civic Center Drive

Highland, MI 48357 Waterford, MI 48329

X. 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: West Oakland Transportation Authority Name: Waterford Township

Officer Name: Officer Name: Gary Wall

Officer Title: Officer Title: Twp. Supervisor

Signature: Signature:

Witnessed: Witnessed:

Date: Date: