

# PONTIAC CITY COUNCIL

Mike McGuinness, District 7  
President  
William A. Carrington, District 6  
President Pro Tem



Melanie Rutherford, District 1  
Brett Nicholson, District 2  
Mikal Goodman, District 3  
Kathalee James, District 4  
William Parker, Jr., District 5

*It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."*

47450 Woodward Pontiac, MI 48342

Phone: (248) 758-3200

Garland S. Doyle, M.P.A., City Clerk

20<sup>th</sup> Session of the 11<sup>th</sup> Council

May 5, 2022 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

April 26, 2022 City Council Meeting Minutes

Special Presentations

1. Mayor's 2022-23 Budget Address  
Presentation Presenter: Mayor Tim Greimel
2. Community Development Block Grant  
Presentation Presenters: Alexandra Borngesser, Grants Manager and Monique Caston (Baker Tilly)

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

3. Council Resolution Acknowledging National Day of Prayer (*Discussion and Action*)

Department of Public Works

4. Resolution to Approve the Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and the City of Pontiac in support of the Clinton River Trail Maintenance and Authorize the Mayor to Execute the Agreement (*Discussion*)

5. Resolution to Authorize the City Clerk to Publish the Notice of a Proposed Budget Amendment for Fiscal Year 2021-2022 Transferring \$170,000 from General Fund GL Accounts 101.818.818.236 Prof. Service Trees (\$64,000), 101.818.745.012 Recreation Supplies – Parks ((\$66,000), 101.818.808.000 Other Prof. Services (\$20,000), and 101.818.808.000 Parks and Neighborhood Projects to the Following General Fund Account 101.818.808.000 Contractual Mowing Services (*Discussion and Action*)

#### **Finance**

6. Resolution to Approve a Budget Amendment for Fiscal Year 2021-22 to Transfer \$55,000 from General Fund Balance GL Account 101-000-309-000 to the General Fund GL Account 101-270-818.000 – Personnel Services-Other Professional Services for the Human Resources Contractual Services (*Discussion and Action*)
7. Resolution to Approve a Budget Amendment for Fiscal Year 2021-22 to transfer \$136,000 from General Fund Balance GL Account 101-000-309-000 to the General Fund General Fund GL Account 101-201-818.000 – Accounting-Other Professional Services Forensic Audit Services (*Discussion and Action*)

#### **Human Resources**

8. Resolution to Approve the Appointment of Angela Benitez as the Human Resources Director once the Position is Established

#### **Communication**

##### **Grants**

9. Memorandum Announcing a \$100,000 Grant Award from the Oakland County Parks and Recreation Commission in support of the Mattie McKinney Hatchett Park Redevelopment Project

#### **Public Comment (Three Minutes Time Limit)**

#### **Closing Comments**

- Mayor Greimel (Seven Minutes Time Limit)
- Clerk and City Council (Three Minutes Time Limit)

#### **Adjournment**

# **CONSENT AGENDA**

**Official Proceedings  
Pontiac City Council  
19<sup>th</sup> Session of the Eleventh Council**

**Call to order**

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, April 26, 2022 at 6:00 p.m. by Council President Mike McGuinness.

**Invocation – Rev. Jemer Pittman, Liberty Baptist Church Pontiac, Michigan**

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

**Members Present –** William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson and William Parker Jr.

Mayor Greimel was present.  
A quorum was announced.

**Excuse Councilmembers**

**Motion to excuse Councilwoman Melanie Rutherford for personal reasons.** Moved by Councilperson Goodman and second by Councilperson Parker.

Ayes: Goodman, James, McGuinness, Nicholson, Parker and Carrington

No: None

**Motion Carried**

**Amendments to and Approval of the Agenda**

**Consent Agenda**

22-132 **Resolution to approve the consent agenda for April 26, 2022.** Moved by Councilperson Parker and second by Councilperson Carrington.

Whereas, the City Council has reviewed the consent agenda for April 26, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for April 26, 2022 including the April 19, 2022 Meeting Minutes and April 14, 2022 Finance and Personnel Subcommittee Meeting Minutes.

Ayes: James, McGuinness, Nicholson, Parker, Carrington and Goodman

No: None

**Resolution Passed**

**Motion to approval the agenda.** Moved by Councilperson Parker and second by Councilperson Carrington.

Ayes: McGuinness, Nicholson, Parker, Carrington, Goodman and James

No: None

**Motion Carried**

**Special Presentation**

Centralized Grant Management Strengthening City Capacity  
Presentation Presenters: Dr. Phillip Clay and Ghebre Mehreteab

**Recognition of Elected Officials – None**

**Agenda Address**

1. Quincy Stewart addressed item 2
2. Gloria Miller addressed item 1

**Discussion**

Successful Earth Day Cleanups Throughout City Last Week  
Michigan Homeowner Assistance Fund Open to Pontiac Residents  
Oakland County Housing Trust Fund Establishment and Housing Security Initiatives

**Agenda Items**

**Resolutions**

City Council

22-133

**Resolution Proclaiming May as Asian American and Pacific Islander Heritage Month.** Moved by Councilperson Nicholson and second by Councilperson Goodman.

Whereas, the United States celebrates Asian American and Pacific Islander Heritage Month during the month of May, with this month chosen in part because it commemorates the immigration of the first Japanese people to the United States on May 7, 1843, though Asians first migrated to what is now known as North America over 15,000 years ago; and

Whereas, there are 23 million people of Asian or Pacific Islander descent in the United States, a diverse and growing group that makes up about seven percent of the total United States population and is the fastest growing racial group in the nation; and

Whereas, the Asian American and Pacific Islander umbrella includes cultures from the entire Asian continent including East, Southeast, and South Asia, and the Pacific Islands of Melanesia, Micronesia, and Polynesia, spanning many countries of origin; and

Whereas, the City of Pontiac and State of Michigan has been positively shaped by past and present Asian American and Pacific Islander residents and business owners, and that our many Hmong neighbors are a beloved and cherished part of the fabric of our community; and

Whereas, many Asian Americans and Pacific Islanders have encountered xenophobia, racism, bias, and violence through the centuries, including as part of official federal governmental policies, and that tragically this targeted xenophobia, racism, bias, and violence continues to the present day; and

Whereas, as a haunting local reminder of that targeted violence, this year marks the fortieth anniversary of the brutal murder of Chinese American Vincent Chin in 1982, when two Caucasian men beat and killed him in Highland Park, Michigan because they believed Asians were taking auto industry jobs from Caucasians and, in a gross miscarriage of justice, neither of Mr. Chin's murderers received jail time in their initial sentencing in the Wayne County, Michigan Circuit Court; and

Whereas, during an era of heightened racism, bigotry, and hate crimes, it is critically important to share accurate information, support diverse cultures, overcome stereotypes, and empower future generations; now,

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Pontiac Mayor Tim Greimel, hereby proclaims May 2022 as Asian American and Pacific Islander Heritage Month in the City of Pontiac, Michigan; and further

Resolved, the Pontiac City Council pays tribute to the generations of Asian Americans and Pacific Islanders who have enriched our history, and we celebrate their many noteworthy contributions to our community and to our country; and further

Resolved, the City Council reaffirms the integral nature of our Asian American and Pacific Islander neighbors as a beloved part of our community, with great respect and affection for our substantial Hmong population in Pontiac, and recognizes that they are instrumental in our future success; and further Resolved, we condemn the xenophobia, racism, bias, and violence targeted at our Asian American and Pacific Islander neighbors locally and in all parts of the nation; and further Resolved, we acknowledge the fortieth anniversary of the death of Vincent Chin, lift up his name in memory, mourn his death, and reflect upon how that tragedy was a catalyst for national awareness, organizing, action, and legal protections for the Asian American and Pacific Islander community; and further Resolved, the Pontiac City Council welcomes additional opportunities to commemorate and celebrate the people, places, events, traditions, and cultures that have contributed to making the Asian American and Pacific Islander community such an important part of Pontiac and of Michigan.

Ayes: Nicholson, Parker, Carrington, Goodman, James and McGuinness  
No: None  
**Resolution Passed**

22-134        **Resolution Recognizing Professional Municipal Clerks Week.** Moved by Councilperson Goodman and second by Councilperson Carrington.

Whereas, the Office of the Professional Municipal Clerk, a time honored and vital part of local government, exists throughout the world; and  
Whereas, the Office of the Professional Municipal Clerk provides the important professional link between citizens, local governing bodies, and agencies of government at other levels; and  
Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and  
Whereas the Professional Municipal Clerk serves as the information center on functions of local government and community; and  
Whereas Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, regional, county, and international professional organizations; and  
Whereas Professional Municipal Clerks Week is broadly recognized this year to take place on May 1-7, 2022; now, therefore be it  
Resolved, the Pontiac City Council, in partnership with Pontiac Mayor Tim Greimel, hereby proclaims May 1-7, 2022 as Professional Municipal Clerks Week in the City of Pontiac, Michigan; and further Resolved, the City Council extends our appreciation to our Professional Municipal Clerk, Garland Doyle, and to all Professional Municipal Clerks for the vital services they perform and the exemplary dedication to the communities they represent.

Ayes: Parker, Carrington, Goodman, James, McGuinness and Nicholson  
No: None  
**Resolution Passed**

22-135        **Resolution Supporting Walk for Autism and Autism Awareness.** Moved by Councilperson Carrington and second by Councilperson Parker.

Whereas, a Walk for Autism is being held at Wisner Stadium in Pontiac, Michigan on Saturday, May 14, 2022 from 11:00 a.m. to 2:00 p.m.; and  
Whereas, Ms. Marsha Easley and her organization have held this walk in our community previously, and are now working to bring together people for the second Walk for Autism in our community; and

Whereas, autism spectrum disorders impact many people and their loved ones in the Pontiac community, and greater awareness is needed regarding autism spectrum disorders, what it means to be autistic, how to support autistic people, and the difficulties and discrimination autistic people face; now, Therefore, Be It Resolved, the Pontiac City Council, in partnership with Pontiac Mayor Tim Greimel, hereby affirms our support of the Walk for Autism taking place at Wisner Stadium in Pontiac on May 14, 2022; and further

Resolved, the Pontiac City Council encourages Pontiac residents to participate in the walk as their schedules allow, and further encourages residents to learn more about the impact of autism in our community; and further

Resolved, the Pontiac City Council acknowledges the activism of Ms. Marsha Easley and her organization in spearheading the Walk for Autism and for advocating for greater autism awareness.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

**Resolution Passed**

22-136      **Resolution Celebrating Centro Multicultural La Familia Anniversary.** Moved by Councilperson Nicholson and second by Councilperson Goodman.

Whereas, Centro Multicultural La Familia is an impactful and important nonprofit organization located in Pontiac, Michigan that provides culturally-competent support services to families in a holistic approach in order to improve their quality of life; and

Whereas, this year marks the thirtieth year since Centro Multicultural La Familia started as an outreach center inside Oakland County's community mental health services, and fifteen years since the agency became an independent nonprofit organization; and

Whereas, Centro offers culturally and linguistically competent services in the areas of mental health, substance abuse, domestic violence, victims of crime advocacy, parenting education, health education and promotions, wellness workshops, Exitó Educativo, and support and interpretation for pregnant women at St. Joseph's Women Center; and

Whereas, their beautiful facilities in the historic Riker Building located in downtown Pontiac are an enduring gathering place for resources, community, and resilience, and they held a phenomenal Open House in celebration of their milestone anniversaries this month; now

Therefore, Be It Resolved, the Pontiac City Council hereby congratulates Centro Multicultural La Familia and the organization's dynamic leadership team on their milestone anniversaries and we celebrate their longstanding positive impact in the Pontiac community; and further

Resolved, the City Council commends Centro on their wide-ranging and vitally important services they provide to the Spanish-speaking community and to the entire community at large, which are incredible services and resources for Pontiac residents; and further

Resolved, we look forward to further partnering, supporting, and celebrating with Centro Multicultural La Familia as they approach many more milestones in the years to come.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

**Resolution Passed**

22-137      **Resolution Welcoming the Oakland University Purchase of the Former Baker College Campus.** Moved by Councilperson Nicholson and second by Councilperson Goodman.

Whereas, Oakland University is an important institution of higher learning located in the former Pontiac Township, now known as the City of Auburn Hills, near the City of Pontiac, which has made various engagement efforts in our City through the years; and

Whereas, the Oakland University Board of Trustees voted on April 14, 2022 to purchase and renovate facilities on an 18-acre campus on University Drive that previously housed Baker College, and that property is located in the cities of Pontiac and Auburn Hills; and

Whereas, Oakland University leadership and Board of Trustees members directly addressed the important consideration of expanding their reach and impact toward Pontiac students and the City of Pontiac as a whole when making this decision; now

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Pontiac Mayor Tim Greimel and on behalf of the people of Pontiac, Michigan, hereby welcomes the decision by the Oakland University Board of Trustees to acquire and renovate the former Baker College property that is partially located in the City of Pontiac; and further

Resolved, the City Council recognizes and reaffirms the substantial value and the promising opportunity of a more far-reaching partnership between Oakland University and the City of Pontiac, and we welcome further substantive dialogue; and further

Resolved, the City Council advocates for even greater collaboration, growth, and investment by Oakland University in the City of Pontiac at this newly-purchased site and at other future sites located in Pontiac; and further

Resolved, the City Council commends the University's Board and leadership team, including President Ora Hirsch Pescovitz, M.D., for this important step forward in the strengthening of our relationship between the City of Pontiac and Oakland University.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, and Carrington

No: None

**Resolution Passed**

22-138      **Resolution Advocating for Oakland County-Wide Transit Funding, Services Approach.** Moved by Councilperson Goodman and second by Councilperson Parker.

Whereas, SMART is Southeast Michigan's only regional public transportation provider, operating in Oakland, Macomb, and Wayne counties since 1967, and supported by federal and state funding, as well as bus fares and local contributions through a transit property tax millage from opt-in communities of which the City of Pontiac is one; and

Whereas, the recent decision by the City of Auburn Hills to pursue exiting the system, on top of the dozens of other Oakland County communities who opted out years ago, underscores the challenges to an effective and sustainable public transportation system for residents and commuters of Pontiac and of all Oakland County communities; and

Whereas, the partial patchwork of opt-in communities, the hamstrung resources, and the resulting limitations in transportation service and options are not adequately serving the many thousands of Pontiac residents who have limited access to other forms of transportation and greatly rely upon the SMART system to access essential services, to reach employment opportunities, to pursue education options, and to enhance their quality of life; and

Whereas, the Oakland County Board of Commissioners and the Oakland County Public Transit Authority are actively deliberating whether and how to facilitate resolving the partial patchwork approach and afford Oakland County citizens the ability to determine if the entire county can opt-in to the SMART system, as other counties have done; now

Therefore, Be It Resolved, the Pontiac City Council hereby advocates for an Oakland County-wide public transit funding and service delivery approach that resolves the strained municipality-by-municipality opt-in or opt-out model; and further

Resolved, the City Council supports an effective, sustainable, and truly regional public transportation system to better serve Pontiac residents and visitors alike, and enhancing our City's positioning as a major public transportation hub for our region; and further



Resolved, the City Council encourages Oakland County David Coulter, the Oakland County Board of Commissioners, and the Oakland County Public Transit Authority to pursue proactive efforts strengthening our county's public transit options.

Ayes: James, McGuinness, Nicholson, Parker, Carrington and Goodman

No: None

**Resolution Passed**

I.T.

22-139 **Resolution to approve the Purchase of WatchGuard Firewall Appliances and Software at the cost of \$50,086.20 from Insight Public Sector SLED and authorize the Mayor to enter into any agreements necessary to complete this transaction. Moved by Councilperson Nicholson and second by Councilperson James.**

WHEREAS, The City of Pontiac currently uses an older firewall that does not meet the State requirement for access to the 50th District Court network; and  
WHEREAS, It has been determined that WatchGuard provides exceptional firewall protection and is compliant with federal standards for access to the 50th District Court; and  
WHEREAS, WatchGuard also provides exceptional endpoint threat protection, detection and response; and  
WHEREAS, \$69,100 has been budgeted for this project in the FY2021-2022 budget; and  
WHEREAS, Insight Public Sector SLED has provided the lowest bid  
NOW, THEREFORE, HEREBY BE IT RESOLVED that the Pontiac City Council approves the purchase of the WatchGuard Firewall and Endpoint solution at the cost of \$50,086.20 from Insight Public Sector SLED and authorizes the Mayor to enter into any agreements necessary to complete this transaction.

Ayes: McGuinness, Nicholson, Parker, Carrington, Goodman and James

No: None

**Resolution Passed**

### **Communications**

#### City Clerk

-Clerk's Office Extended Hours for Voting Saturday, April 30, 2022, 10:00 a.m. to 4:00 p.m. and Sunday, May 1, 2022, 10:00 a.m. to 4:00 p.m.

-Next Municipal Election is Tuesday, May 3, 2022, 7:00 a.m. to 8:00 a.m.

-Next Pontiac City Council Meeting is Thursday, May 5, 2022 at 6:00 p.m.

#### City Council

-Free Landfill Days for Pontiac Residents April 23, April 30 and May 7 from 8:00 am to 3:00 pm at 575 Collier Road, Pontiac MI 48340

-Household Hazardous Waste Collection, Free for Pontiac Residents, April 30 from 8:00 am to 2:00 pm at Oakland County Service Center Complex, 1200 N. Telegraph Road Pontiac, MI 48341

-Second Changes Expungement Fair for Oakland County Convictions, April 30 from 10:00am to 2:00 pm at UWM Sports Complex, 867 South Boulevard, Pontiac, MI 48341

### **Public Comment**

Ten (10) individuals address the body during public comment

1. Jalen Nealy Deboes
2. Quincy Stewart
3. Andrea Manns
4. Melissa Mousse Spearing
5. Gloria Miller
6. Darlene Clark

7. Tameka Ramsey
8. Billie Swazer
9. H. Bill Maxey
10. James Sabich

**Mayor, Clerk and Council Closing Comments**

Mayor Greimel, Clerk Doyle, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker, Pro Tem Carrington and Council President McGuinness made closing comments.

**Adjournment**

**Motion to adjourn the meeting.** Moved by Councilperson Nicholson and second by Councilperson Carrington.

Ayes: Nicholson, Parker, Carrington, Goodman, James and McGuinness

No: None

**Motion Carried**

Council President Mike McGuinness adjourned the meeting at 8:00 p.m.

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Garland S. Doyle  
Interim City Clerk

DRAFT

**#4**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Grants

**THROUGH:** Mayor Tim Greimel

**DATE:** May 3<sup>rd</sup>, 2022

**RE:** **Council resolution to approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac**

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The City of Pontiac is collaborating with the Friends of the Clinton River Trail (FCRT), City of Sylvan Lake, Oakland County and other stakeholders to make essential safety improvements, maintenance repairs, and accessibility renovations to the Clinton River Trail in Pontiac. This former railroad was converted to a walking and biking trail in 2004. Since that time, the City has seen a significant reduction in their DPW/Park budget and staff, leaving the Clinton River Trail (CRT) in need of major maintenance, repairs and upgrades to meet current shared-use path standards.

The proposed project will transform this popular linear park and address social determinants of health, reduce social isolation, link to neighboring communities and promote active and healthy lifestyles for people of all ages and abilities. Proposed improvements include pedestrian activated signal at a busy roadway, upgrade all road crossings to be ADA compliant, new crushed limestone surface for 1.75 miles, address maintenance needs and install bollards to prevent unauthorized motorized vehicles. In addition, the proposed project will implement goals/objectives identified in the *2017 Complete Streets Pontiac Plan* and the *2021 Pontiac Parks & Recreation Master Plan*.

The City and FCRT have observed increased usage of the trail since the COVID-19 pandemic began, which is also a trend experienced on trails across the county and state. This increased usage only further emphasizes the need to make essential safety improvements and correct these maintenance deficiencies caused by a lack of staff. Additionally, this project is directly connected to other phases of development that have been proposed in the city to link the trail with the downtown and complete a notable gap in the regional and cross-state trail networks. The proposed project will improve the overall trail user's experience, make necessary safety and accessibility enhancements at road crossings, and address ongoing maintenance needs because of increased use of parks/trails during the COVID-19 pandemic.

The ongoing COVID-19 pandemic has brought to light how important it is to have quality non-motorized trails and public parks that encourage a livable and healthy community. This critical infrastructure provides a place for residents to enrich both mental and physical wellbeing, reduce social isolation in a responsible way, and improve their access to nature. In addition, Southeast Michigan has become an automobile-centric place that contributes directly to preventable health conditions like obesity, high blood pressure and diabetes. Through the promotion of inclusive facilities like the Clinton River Trail, trail users of all ages and abilities can fight chronic diseases and live healthy and active lives and continue to address social determinants of health.

The total cost of this project is \$726,000, which includes preliminary engineering, construction costs, construction engineering and grant administration. There is a prerequisite condition for the funding from the Community Foundation of Southeast Michigan to secure matching funds of no less than \$1 of matching funds for every \$1 of grant funds.

The \$120,000 of Oakland County American Rescue Plan Act of 2021 funds awarded to the City of Pontiac will be leveraged with the following funds, which have already been secured for the Clinton River Trail Safety & Maintenance Improvement Project:

- City of Sylvan Lake (General Fund) \$10,000
- City of Pontiac (Neighborhood Empowerment Grant) \$10,000
- Community Foundation of Southeast Michigan (Pontiac Funders Collaborative) \$37,000
- Friends of the Clinton River Trail (General Fund) \$30,000
- Community Foundation of Greater Rochester \$213,000
- Community Foundation of Southeast Michigan (RCWJ Trails Maintenance Fund) \$300,000
- Trinity Health- St Joseph Mercy Oakland (Community Benefit Grant) \$6,000

The Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac (enclosed) is a procedural step that allows Oakland County to distribute the aforementioned funds to the City of Pontiac. The City of Pontiac's Executive Administration kindly requests the approval of the enclosed agreement so that it may facilitate fund distribution in support of this project.

**RESOLUTION ON FOLLOWING PAGE**



**Resolution to approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac**

**WHEREAS**, the Oakland County Department of Economic Development, City of Pontiac, City of Sylvan Lake, and Friends of the Clinton River Trail have been working collaboratively to document critical maintenance needs and conduct preliminary engineering to identify and design the improvements necessary to bring the Clinton River Trail up to current standards; and

**WHEREAS**, the scope of work to be done on the Clinton River Trail includes trail surface grading and adding crushed aggregate to resurface 1.75 miles of existing trail; striping, ADA ramp improvements, and signage at all road/trail intersections; bollard removal and replacement to prevent unauthorized motorized vehicles; High-Intensity Activated Crosswalk (HAWK) beacon installation at the Orchard Lake Road crossing; and replacing deteriorating wooden railings at two bridges over the Clinton River. Other items of work include soil erosion control, landscaping improvements, and maintenance of traffic; and

**WHEREAS**, the proposed inclusive project will transform this popular linear park and address social determinants of health, reduce social isolation, link to neighboring communities and promote active and healthy lifestyles for people of all ages and abilities; and

**WHEREAS**, this project is directly connected to other phases of non-motorized pathway development that have been proposed in the city and will link the trail with the downtown, neighborhoods, schools and also complete a notable gap in the regional and cross-state trail networks; and

**WHEREAS**, the proposed project will improve the overall trail user's experience, make necessary safety and accessibility enhancements at road crossings, and address ongoing maintenance needs because of increased use of parks/trails during the pandemic; and

**WHEREAS**, Oakland County has committed \$120,000 in support of this project to the City of Pontiac leveraged with the following funds: City of Sylvan Lake (General Fund) \$10,000, City of Pontiac (Neighborhood Empowerment Grant) \$10,000, Community Foundation of Southeast Michigan (Pontiac Funders Collaborative) \$37,000, Friends of the Clinton River Trail (General Fund) \$30,000, Community Foundation of Greater Rochester \$213,000, Community Foundation of Southeast Michigan (RCWJ Trails Maintenance Fund) \$300,000, and Trinity Health- St Joseph Mercy Oakland (Community Benefit Grant) \$6,000.

**WHEREAS**, the City of Pontiac will be required to submit quarterly reports on the project funds detailing the project progress, completion of deliverables included in project scope, accounting of expenses, and any other relevant information or records, to be determined by the County.

**WHEREAS**, Oakland County requires an Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac to be executed before they can disburse the aforementioned funds.

**WHEREAS**, the City of Pontiac shall use all grant funds it receives under this Agreement by December 31, 2022. Any grant funds not used by that date must be returned to County.

**NOW THEREFORE**, be it resolved that the Pontiac City Council approves the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac in support of the Clinton River Trail Maintenance and authorizes Mayor Tim Greimel to execute it.

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN  
OAKLAND COUNTY AND  
THE CITY OF PONTIAC**

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This Agreement (the "Agreement") is between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Pontiac ("Public Body") 47450 Woodward Avenue, Pontiac, Michigan. 48342. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include the type of project as described in **Exhibit A**. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

- e. **Public Body** means the City of Pontiac including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
  - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$120,000 (One Hundred Twenty Thousand Dollars) in grant funds to Public Body for the project scope which is attached and incorporated into this Agreement as **Exhibit A**. Public Body will receive a lump sum payment to be disbursed by the County at the time that this Agreement is fully executed.
  - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (UEI) (OR DUNS NUMBER):  
UEI: ECYJEM17LPN1 and DUNS NUMBER: 831471144.
  - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - e. FEDERAL AWARD DATE: May 28, 2021
  - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: This Agreement shall be effective when executed by both Parties with Resolutions passed by the governing bodies of each Party, and will terminate on December 31, 2022.
  - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
  - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
  - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kristen Wiltfang.
  - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.
3. **PUBLIC BODY'S RESPONSIBILITIES.**
- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
  - b. Public Body shall be responsible for the administration of all contractual arrangements necessary to complete the project described in **Exhibit A**, including oversight of contracted work, inspections, enforcement, resolution of any disputes with contractors and payment to contractors for work that has been completed and approved.
  - c. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:



1. Project progress report including completion of deliverables included in project scope;
  2. Accounting of expenses incurred and grant funds expended; and
  3. Any other relevant information or records, to be determined by County.
- d. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
1. Project completion report;
  2. Full accounting of its expenditure of grant funds;
  3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
  4. Any other relevant information or records, to be determined by County.
- e. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- f. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.
- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for

projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

- e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2022. Any grant funds not used by that date must be returned to County.
  - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or

subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:
  - a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
  - b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.

- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- d. Public Body must register at [sam.gov](http://sam.gov).
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

#### 11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2022, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

#### 12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 3, 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons

signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received, less amounts paid to any contractors for deliverables completed within the scope of work.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Road, Building 41 West, Waterford, Michigan 48328, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
  - b. If Notice is sent to Public Body, it shall be addressed to: Pontiac City Clerk, 1<sup>st</sup> Floor, 47450 Woodward Avenue, Pontiac, Michigan 48342.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS**. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT**.
  - a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
  - b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, [insert name and title of public body official] hereby acknowledges that he/she has been authorized by a resolution of the Pontiac City Council, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Tim Greimel, Mayor  
City of Pontiac

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
[insert name, title]

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

DATE: \_\_\_\_\_

# EXHIBIT A

## Project Description

The City of Pontiac is collaborating with the Friends of the Clinton River Trail (FCRT), City of Sylvan Lake, Oakland County and other stakeholders to make essential safety improvements, maintenance repairs, and accessibility renovations to the Clinton River Trail in Pontiac. This former railroad was converted to a walking and biking trail in 2004. Since that time, the City has seen a significant reduction in their DPW/Park budget and staff, leaving the Clinton River Trail (CRT) in need of major maintenance, repairs and upgrades to meet current shared-use path standards.

The proposed project will transform this popular linear park and address social determinants of health, reduce social isolation, link to neighboring communities and promote active and healthy lifestyles for people of all ages and abilities. Proposed improvements include pedestrian activated signal at a busy roadway, upgrade all road crossings to be ADA compliant, new crushed limestone surface for 1.75 miles, address maintenance needs and install bollards to prevent unauthorized motorized vehicles. In addition, the proposed project will implement goals/objectives identified in the *2017 Complete Streets Pontiac Plan* and the *2021 Pontiac Parks & Recreation Master Plan*.

The City and FCRT have observed increased usage of the trail since the COVID-19 pandemic began, which is also a trend experienced on trails across the county and state. This increased usage only further emphasizes the need to make essential safety improvements and correct these maintenance deficiencies caused by a lack of staff. Additionally, this project is directly connected to other phases of development that have been proposed in the city to link the trail with the downtown and complete a notable gap in the regional and cross-state trail networks. The proposed project will improve the overall trail user's experience, make necessary safety and accessibility enhancements at road crossings, and address ongoing maintenance needs because of increased use of parks/trails during the COVID-19 pandemic.

The ongoing COVID-19 pandemic has brought to light how important it is to have quality non-motorized trails and public parks that encourage a livable and healthy community. This critical infrastructure provides a place for residents to enrich both mental and physical wellbeing, reduce social isolation in a responsible way, and improve their access to nature. In addition, Southeast Michigan has become an automobile-centric place that contributes directly to preventable health conditions like obesity, high blood pressure and diabetes. Through the promotion of inclusive facilities like the Clinton River Trail, trail users of all ages and abilities can fight chronic diseases and live healthy and active lives and continue to address social determinants of health.



**Clinton River Trail Safety & Maintenance Improvement Project Bid**



*Bid Enclosed -*

**2021 CLINTON RIVER TRAIL MAINTENANCE AND SAFETY IMPROVEMENTS**

City of Pontiac Clerk's Office  
47450 Woodward Avenue, 1st Floor  
Pontiac, MI 48342



**Office of the City Clerk  
Bid Receipt  
Time Stamp**

**Bid Due: Thursday, June 17th @ 1:00 P.M. EDT**

JUN 17 2021

@ 12:47

**APPENDIX A – SCOPE & BID SHEET**  
**2021 CLINTON RIVER TRAIL MAINTENANCE AND SAFETY IMPROVEMENTS**

**PURCHASING OFFICE**  
47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342  
Office: 248-758-3120 Fax: 248-758-319

**Bidding Contractor:**

Company Name: Anglin Civil LLC  
Representative: Cody Blunt  
Address: 13000 Newburgh Rd. City: Livonia Zip: 48150  
Office #: 734-464-2600 Fax #: N/A  
Cell#: 989-621-2175 Email cody@anglincivil.com  
License#: \_\_\_\_\_

Job Duties Sheet / Scope of Work  
Contractor will provide all labor and material for the following service work

**2021 CLINTON RIVER TRAIL MAINTENANCE AND SAFETY IMPROVEMENTS**

- \* Perform all work in accordance with the Plans, MDOT 2012 Standard Specifications for Construction, MDOT Frequently Used Special Provisions listed below, City of Pontiac Standards, Road Commission for Oakland County standards, requirements listed in this "Request to Submit Bids".
- \* Provide material certification, and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications
- \* The Contractor shall adhere to all requirements from the Oakland County Water Resources Commissioner for Oakland County Soil Erosion & Sediment Control as indicated on the plans. An Affidavit for Soil Erosion Permit Exemption for the City of Pontiac has been issued
- \* Perform all workmanship and materials for soil erosion, water and sanitary sewer covers and adjustments in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications
- \* Maintain Traffic of roadway crossings in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), plans and maintaining traffic special provision for the duration of project providing local traffic access for other work in the area.
- \* The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction, and the Oakland County Water Resources Commissioner and the technical specifications included in these bid documents. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2012 MDOT Standard Specifications for Construction.

The City of Pontiac is the governing agency and any reference to the Michigan Department of Transportation shall be interpreted as the City of Pontiac. Unit prices are required for all items in each part of the Bid Schedule.

BID

**BID FOR RESURFACING 1.75-MILE OF EXISTING TRAILWAY SURFACE AS SHOWN IN ATTACHMENT A**

ITEM NUMBER	MICHIGAN DOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	1000535	_RCOC Permit & Force Account	1	Ea	\$9,660.85	\$ <u>9,660.85</u>
2	1500001	Bonds, Insurance and Mobilization (10% Max)	1	LS	\$ <u>59,000.00</u>	\$ <u>59,000.00</u>
3	2020002	Tree, Rem, 19 inch to 36 inch	1	Ea	\$ <u>793.50</u>	\$ <u>793.50</u>
4	2020004	Tree, Rem, 6 inch to 18 inch	19	Ea	\$ <u>276.00</u>	\$ <u>5,244.00</u>
5	2040020	Curb and Gutter, Rem	50	Ft	\$ <u>17.25</u>	\$ <u>862.50</u>
6	2040055	Sidewalk, Rem	148	Syd	\$ <u>14.95</u>	\$ <u>2,212.60</u>
7	2040070	Utility Pole, Rem	2	Ea	\$ <u>575.00</u>	\$ <u>1,150.00</u>
8	2047001	_Bridge Railing, Rem	272	Ft	\$ <u>17.25</u>	\$ <u>4,692.00</u>
9	2047050	_Bollard, Rem	40	Ea	\$ <u>115.00</u>	\$ <u>4,600.00</u>
10	2047050	_Boulder, Rem and Relocate	5	Ea	\$ <u>575.00</u>	\$ <u>2,875.00</u>
11	2047050	_Concrete Cylinder, Rem	1	Ea	\$ <u>287.50</u>	\$ <u>287.50</u>
12	2047050	_Fence Gate Post, Rem	6	Ea	\$ <u>345.00</u>	\$ <u>2,070.00</u>

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
13	2047050	_Fence Gate, 12 Foot, Rem	2	Ea	\$ <u>287.50</u>	\$ <u>287.50</u>
14	2050016	Excavation, Earth	10	Cyd	\$ <u>345.00</u>	\$ <u>2,070.00</u>
15	2080036	Erosion Control, Silt Fence	1,165	Ft	\$ <u>3.45</u>	\$ <u>4,019.25</u>
16	3020010	Aggregate Base, Limestone, 4 inch	65	Ton	\$ <u>57.50</u>	\$ <u>575.00</u>
17	3027002	_Aggregate Base, Conditioning	74	STA	\$ <u>1,328.72</u>	\$ <u>98,325.00</u>
18	4030005	Dr Structure Cover, Adj, Case 1	1	Ea	\$ <u>1,150.00</u>	\$ <u>1,150.00</u>
19	8027001	_Curb and Gutter, Conc	214	Ft	\$ <u>51.75</u>	\$ <u>11,074.50</u>
20	8030010	Detectable Warning Surface	76	Ft	\$ <u>57.50</u>	\$ <u>4,370.00</u>
21	8030036	Sidewalk Ramp, Conc, 6 inch	1,555	Sft	\$ <u>11.50</u>	\$ <u>17,882.50</u>
22	8030046	Sidewalk, Conc, 6 inch	2,566	Sft	\$ <u>8.63</u>	\$ <u>22,131.75</u>
23	8067001	_Shared Use Path, Grading, Special	688	Ft	\$ <u>51.67</u>	\$ <u>35,548.63</u>
24	8067031	_Shared use Path, Aggregate, Modified	1,503	Ton	\$ <u>50.60</u>	\$ <u>76,051.80</u>
25	8067031	_Shared use Path, Aggregate, Special	26	Ton	\$ <u>57.50</u>	\$ <u>1,495.00</u>
26	8077001	_Bridge Railing	272	Ft	\$ <u>102.27</u>	\$ <u>27,818.50</u>

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
27	8100010	_Band, Sign	1	Ea	\$ <u>115.00</u>	\$ <u>115.00</u>
28	8100371	Post, Steel, 3 Lb	525	Ft	\$ <u>11.50</u>	\$ <u>6,037.50</u>
29	8100403	Sign, Type III, Rem	11	Ea	\$ <u>28.75</u>	\$ <u>316.25</u>
30	8100404	Sign, Type IIIA	55	Sft	\$ <u>28.75</u>	\$ <u>1,581.25</u>
31	8100405	Sign, Type IIIB	289	Sft	\$ <u>28.75</u>	\$ <u>8,308.75</u>
32	8100411	Sign, Type IVB	13	Sft	\$ <u>51.75</u>	\$ <u>672.75</u>
33	8100512	Mast Arm Pole, Cat III	1	Ea	\$ <u>8,050.00</u>	\$ <u>8,050.00</u>
34	8100546	Mast Arm, 50 foot, Cat III	1	Ea	\$ <u>11,672.50</u>	\$ <u>11,672.50</u>
35	8107001	_Mast Arm Pole Fdn, RCOC	18	Ft	\$ <u>649.75</u>	\$ <u>11,695.50</u>
36	8107001	_Post, Steel, 3 Lb, Modified	264	Ft	\$ <u>17.25</u>	\$ <u>4,554.00</u>
37	8107050	_Fixed Bollard	12	Ea	\$ <u>1,288.00</u>	\$ <u>15,456.00</u>
38	8107050	_Removable Bollard	6	Ea	\$ <u>1,840.00</u>	\$ <u>11,040.00</u>
39	8107050	_Sign, Rem and Relocate	10	Ea	\$ <u>287.50</u>	\$ <u>2,875.00</u>
40	8107050	_Wayside, Rem and Reinstall	1	Ea	\$ <u>287.50</u>	\$ <u>287.50</u>

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
41	8110023	Pavt Mrkg, Ovly Cold Plastic, 4 inch, Yellow	77	Ft	\$ <u>3.45</u>	\$ <u>265.65</u>
42	8110204	Pavt Mrkg, Preformed Thermoplastic, Accessible Sym	1	Ea	\$ <u>402.50</u>	\$ <u>402.50</u>
43	8110293	Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, Blue	124	Ft	\$ <u>2.24</u>	\$ <u>278.07</u>
44	8110294	Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, White	195	Ft	\$ <u>2.01</u>	\$ <u>392.44</u>
45	8110343	Rem Spec Mrkg	315	Sft	\$ <u>3.39</u>	\$ <u>1,068.64</u>
46	8117001	_Pavt, Mrkg, Ovly Cold Plastic, 24 inch, White, Crosswalk	330	Ft	\$ <u>14.38</u>	\$ <u>4,743.75</u>
47	8117001	_Pavt, Mrkg, Waterborne, 24 inch, White, Stop Bar	166	Ft	\$ <u>6.90</u>	\$ <u>1,145.40</u>
48	8117050	_Map Box, Rem and Relocate	2	Ea	\$ <u>460.00</u>	\$ <u>920.00</u>
49	8127051	_Maintenance of Traffic	1	LS	\$ <u>14,950.00</u>	\$ <u>14,950.00</u>
50	8167050	_Washout Slope Restoration	5	Ea	\$ <u>1,725.00</u>	\$ <u>8,625.00</u>
51	8167051	_Restoration	1	LS	\$ <u>29,710.25</u>	\$ <u>29,710.25</u>
52	8190156	Conduit, Schedule 80 PVC, 1 1/2 inch	6	Ft	\$ <u>13.03</u>	\$ <u>78.18</u>
53	8190159	Conduit, Schedule 80 PVC, 3 inch	141	Ft	\$ <u>33.35</u>	\$ <u>4,702.35</u>
54	8190260	Hh, Round	1	Ea	\$ <u>1,555.95</u>	\$ <u>1,555.95</u>

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
65	8190496	Wood Pole, Fit Up, Sec Serv Pole	1	Ea	\$ 1,009.70	\$ 1,009.70
66	8197001	_Cable, Sec, 600V, 1, 2/C#4, #6 Ground, RCOC	150	Ft	\$ 12.83	\$ 1,925.10
67	8197001	_Conduit, Directional Bore, 2, 4 inch, RCOC	66	Ft	\$ 68.28	\$ 4,506.18
68	8197050	_Hh, Square, RCOC	2	Ea	\$ 3,550.05	\$ 7,100.10
69	8200045	Controller Fdn, Base Mount	1	Ea	\$ 3,209.65	\$ 3,209.65
70	8200105	Pedestal, Fdn	1	Ea	\$ 667.00	\$ 667.00
71	8200116	Power Co. (Est. Cost to Contractor)	3,500	Dir	\$3,500.00	\$ 1.00
72	8200121	Pushbutton and Sign	2	Ea	\$ 575.00	\$ 1,150.00
73	8200135	Serv Disconnect	1	Ea	\$ 1,254.65	\$ 1,254.65
74	8200336	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	1	Ea	\$ 1,122.40	\$ 1,122.40
75	8200345	TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	1	Ea	\$ 1,107.45	\$ 1,107.45
76	8200480	Casing	18	Ft	\$ 207.00	\$ 3,726.00
77	8207050	_Cabinet, ITS Type TS2, RCOC	1	Ea	\$ 9,419.65	\$ 9,419.65

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
68	8207050	_Cabinet, ITS Type, Delivered, RCOC	1	Ea	\$ <u>17,312.10</u>	\$ <u>17,312.10</u>
69	8207050	_Controller, Digital Type, Delivered, Modified, RCOC	1	Ea	\$ <u>3,881.25</u>	\$ <u>3,881.25</u>
70	8207050	_Pedestal, Alum, RCOC	1	Ea	\$ <u>937.25</u>	\$ <u>937.25</u>
71	8207050	_TS, One Way Mast Arm Mtd, Three Sect (LED), RCOC	4	Ea	\$ <u>1,738.80</u>	\$ <u>6,955.20</u>
					TOTAL BID AMOUNT	\$ <u>618,486.23</u>

THE CITY OF PONTIAC RESERVES THE RIGHT TO INCREASE OR DECREASE ANY QUANTITY OR DELETE ANY ITEM(S) OF WORK AS IT DEEMS IN THE BEST INTEREST OF THE CITY. THERE WILL BE NO ADJUSTMENTS TO UNIT PRICES IN THE EVENT OF INCREASES, DECREASES OR DELETIONS.

THE SUCCESSFUL BIDDER WILL BE PAID AT THE AS BID UNIT PRICES FOR THE UNITS OF WORK COMPLETED AND ACCEPTED.

ADD ALTERNATE BIDS: THE SUCCESSFUL BIDDER AGREES TO HONOR THE AS BID UNIT PRICES FOR THE DURATION OF 2021 TO COMPLETE ADDITIONAL WORK ON ADJACENT SECTIONS OF TRAIL IN NEIGHBORING COMMUNITIES SHOULD ADDITIONAL PROJECTS ARISE.  
(Please check a box below).

YES

NO



CITY OF PONTIAC ID PROPOSAL

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac, Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

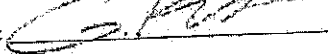
The Bidder acknowledges the receipt of Addenda numbered 1, 2, 3

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

I attest that the bid includes all information necessary for the City of Pontiac to accept the bid. Company

Name: Anglin Civil, LLC

Address: 13900 Newburgh Rd., Livonia, MI 48150

Representative Signature: 

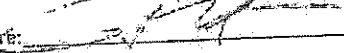
Print Name: Cody Blunt

Title: Estimator

Office # 734-164-2600 Cell # 989-621-2175

FAX# \_\_\_\_\_ Federal Tax ID #: 42-1756268

EMAIL Address of Primary Contact: cody@anglincivil.com

Contractor Signature:  Date: 6/16/2021

Contractor agrees to guarantee price for work for the completion and acceptance of this project.

## **EXHIBIT B**

### **Public Body's Grant Match Requirements**

The total cost of this project is \$726,000, which includes preliminary engineering, construction costs, construction engineering and grant administration. There is a prerequisite condition for the funding from the Community Foundation of Southeast Michigan to secure matching funds of no less than than \$1 of matching funds for every \$1 of grant funds.

The requested County American Rescue Plan Act of 2021 funds will be leveraged with the following funds, which have already been secured for the Clinton River Trail Safety & Maintenance Improvement Project:

- City of Sylvan Lake (General Fund) \$10,000
- City of Pontiac (Neighborhood Empowerment Grant) \$10,000
- Community Foundation of Southeast Michigan (Pontiac Funders Collaborative) \$37,000
- Friends of the Clinton River Trail (General Fund) \$30,000
- Community Foundation of Greater Rochester \$213,000
- Community Foundation of Southeast Michigan (RCWJ Trails Maintenance Fund) \$300,000
- Trinity Health- St Joseph Mercy Oakland (Community Benefit Grant) \$6,000

**#5**

# **RESOLUTION**

## Resolution of the Pontiac City Council



**Resolution to authorize the City Clerk to publish the notice of a proposed Budget Amendment for Fiscal Year 2021-22 to transfer \$170,000 from General Fund GL accounts 101.818.818.236 Prof. Service Trees (\$64,000), 101.818.745.012 Recreation Supplies – Parks ((\$66,000), 101.818.808.000 Other Prof. Services (\$20,000), and 101.818.808.000 Parks and Neighborhood Projects to the Following General Fund 101.818.808.000 Contractual Mowing Services.**

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;

Whereas, the prior City Council approved a contract with RNA for grass cutting services; and

Whereas, the total costs of the work contracted is estimated to be \$395,112; and

Whereas, the previous city council only approved a budgeted amount of \$50,000; and

Whereas, the Administration is requesting to move funds within line items, not between departments, and

Whereas, the remainder of the costs will fall into the next fiscal year; and

Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the General Fund; and

NOW THEREFORE, BE RESOLVED, that the City Council hereby authorizes the City Clerk to publish the notice of a proposed budget amendment for Fiscal Year 2021-2022 transferring \$170,000 from General Fund GL accounts 101.818.818.236 Prof. Service Trees (\$64,000), 101.818.745.012 Recreation Supplies – Parks ((\$66,000), 101.818.808.000 Other Prof. Services (\$20,000), and 101.818.808.000 Parks and Neighborhood Projects to the Following General Fund 101.818.808.000 Contractual Mowing Services.

**#6**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Finance Department*

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**TO:** City Council President Mike McGuinness and City Council Members

**FROM:** Darin Carrington, Finance Director

**CC:** Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

**DATE:** April 13, 2022

**RE:** **Resolution to approve a budget amendment for HR Services Contract**

---

City Council recently approved the contract with the firm of National Career Group to perform consulting work for HR Services. The total cost of this contract is \$75,000 plus incidental expenses such as travel. Approximately 70% of the work is expected to be done this fiscal year and the remaining 25% done by the end of July in the next fiscal year. In order to cover the cost of this consulting engagement, a budget amendment is being presented to Council to amend the FY 2021-22 budget.

As previously stated, a large portion of this project will be completed during the current fiscal year which ends on June 30, 2022. The costs for this consulting work was not a part of the previously approved budget and funds are needed to be added to this fiscal year's budget. We are projecting that approximately 70% of the contract costs, \$55,000, be added to this fiscal year via a budget amendment. The remaining costs of the contract will be included in the budget for FY 2022-23.

It is hereby requested that the City Council approve this proposed budget amendment.

As such, the following resolution is recommended for your consideration:

*Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;*

*Whereas, the City has previously approved a contract for consulting for HR Services but the funds for this project were not included in the budget for Fiscal Year 2021-22; and*

*Whereas, in order to fund the portion of the \$75,000 cost of the contract that is projected to be incurred through the end of FY 2021-22, the Administration proposes to allocate \$55,000 in funding out of the General Fund Balance GL Account 101-000-390.000 and a total of \$55,000 be transferred to the General Fund GL Account 101-270-818.000 – Personnel Services-Other Professional Services*

*NOW THEREFORE be it resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration transferring \$55,000 in funding out of the General Fund Balance GL account 101-000-390.000 and a total of \$55,000 is transferred to the General Fund GL Account 101-270-818.000 – Personnel Services-Other Professional Services.*

***This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.***

**#7**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Finance Department

---

**TO:** City Council President Mike McGuinness and City Council Members

**FROM:** Darin Carrington, Finance Director

**CC:** Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

**DATE:** April 13, 2022

**RE:** **Resolution to approve a budget amendment for Forensic Audit Contract**

---

City Council recently approved the contract for a forensic audit to be done by the firm of Marsh Minick. The total cost of this contract is \$175,000 plus incidental expenses such as travel. Approximately 75% of the work is expected to be done this fiscal year and the remaining 25% done by the end of July in the next fiscal year. In order to cover the cost of the forensic audit, a budget amendment is being presented to Council to amend the FY 2021-22 budget.

As previously stated, a large portion of the forensic audit will be completed during the current fiscal year which ends on June 30, 2022. The costs for the forensic audit were not a part of the previously approved budget and funds are needed to be added to this fiscal year's budget. We are projecting that approximately 75% of the contract costs, \$136,000, be added to this fiscal year via a budget amendment. The remaining costs of the contract will be included in the budget for the next fiscal year.

It is hereby requested that the City Council approve this proposed budget amendment.

As such, the following resolution is recommended for your consideration:

*Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;*

*Whereas, the City has previously approved a contract to perform a forensic audit but the funds for this audit were not included in the budget for Fiscal Year 2021-22; and*

*Whereas, in order to fund the portion of the \$175,000 cost of the audit that is projected to be incurred through the end of FY 2021-22, the Administration proposes to allocate \$136,000 in funding out of the General Fund Balance GL Account 101-000-390.000 and a total of \$136,000 be transferred to the General Fund GL Account 101-201-818.000 – Accounting-Other Professional Services*

*NOW THEREFORE be it resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration transferring \$136,000 in funding out of the General Fund Balance GL account 101-000-390.000 and a total of \$136,000 is transferred to the General Fund GL Account 101-201-818.000 – Accounting-Other Professional Services.*

***This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.***



**#8**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Tim Greimel, Mayor

**DATE:** April 29, 2022

**RE: Human Resource Department Head**

The City of Pontiac has been working with National Career Group to realign the Human Resources functions of the City. Part of this work included finding a new lead for that area. Part of this work also included separating that area out of Finance and elevating it to a full department. I am nominating Ms. Angela Benitez for the Position of Human Resource Director which will be officially created with the passing of the FY23 budget. Ms. Benitez will be brought on in the interim as the existing position of Human Resource director, which will be eliminated in the new budget and replaced with the Director position. Because the directorship requires council approval, I submit the following resolution now, so that.

WHEREAS, The City of Pontiac has been working to modernize the Human Resource (HR) Department and;

WHEREAS, The City of Pontiac currently has no professionally trained HR staff and;

WHEREAS, The City has engaged with national Career Group to assist in recruiting HR talent and;

WHEREAS, Ms. Angela Benitez is highly qualified and has been nominated to be a City of Pontiac Department Head and;

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council approves Ms. Benitez to assume the position of Human Resources Director once it is established.

# Angela Benitez, MSA, SPHR, Notary Public

## **PROFESSIONAL SUMMARY**

- Senior Human Resources Professional Certification in Good Standing
- Well-versed in contract and arbitration law, and mediation best practice
- Multi-state experience
- Skilled trainer presenting several in-house management level employment law trainings
- Great knowledge of HRIS software of Paychex, ADP Workforce Now, Access
- Bilingual-English/Spanish

## **EDUCATION**

- Mediation Training, Arbitration and Dispute Resolution Academy, expected completion 2022
- Arbitration Law, American Arbitration Association, expected completion 2022
- Contract Law II, Yale University/Coursera expected completion 2022
- Certificate, Contract Law I, Yale University/Coursera 2021
- Masters of Science, Human Resources, Central Michigan University 2011
- Graduate Certificate in Human Resources, Central Michigan University 2010
- Bachelors of Science in Community Relations, Central Michigan University 2007
- Human Resources Certificate, Cal State University 1999

## **PROFESSIONAL EXPERIENCE**

### **Vice President of Human Resources and Training, Spectrum Human Services & Affiliate Companies - Westland, MI, 11/20-12/21**

- Provided HR and employment law guidance to a team of 8 HR Generalist throughout Michigan
- Addressed employee grievances and responded to EEOC claims with \$0 payout
- Investigated and resolved claims of discrimination and sexual harassment
- Developed a HR gap analysis and strategic plan identifying barriers to success and measurable goals
- Developed high level reports for recruitment and retention efforts using comparison data, charts and graphs
- Created several HR policy and procedure documents related to the HR audit process, workforce needs assessments, contractor agreements and staff credentialing
- Reviewed employee handbooks to ensure compliance with current laws
- In compliance with all audits, COA (Council on Accreditation) and CARF (Council on Accreditation of Rehabilitation Facilities) with excellent outcomes. No recommendations and no counseling
- Developed a 25 hour HR training program for new HR Generalists to increase efficiency and knowledge
- Implemented use of the ADP Onboarding system to track job applicants and ensure that all onboarding paperwork was tracked for quality control

### **Chief Human Resources Officer, Allied Human Services (Mental Health) - Bloomfield Hills, MI 01/2017 - 11/2020**

- Represented employer in Civil Court for employee related matters ; \$0 payout
- Wrote several EEOC position statements resulting in \$0 payout
- Wrote Cease and Desist letters to former employees that were a nuisance to daily business operations
- Provide counsel to directors and managers regarding complicated employee relations matters

- Traveled to out-of-state companies in Michigan, Alabama, and New Mexico to provide training, HR oversight and restructuring expertise
- Compliance Officer ensuring compliance with various Federal/State regulations
- Provided guidance to the Benefits Administrator with regards to plan design, cost saving measures, compliance with the ACA and employee enrollment
- Created the HR Strategic plan template for seven companies; instructed supervisors and managers on the basics of a strategic plan including gap analysis and data analysis
- Develop recruitment strategies to improve retention and decrease turnover
- Created several on-line compliance learning tools and tests for managers
- Devised a comprehensive compensation system for exempt, and non-exempt positions
- Developed time tracking system to ensure compliance with State and Federal FLSA laws
- Lead on Department of Labor audit for two site locations resulting in no found violations
- Reviewed and made updates to employee handbooks and company documents to ensure compliance within each of the three states

**Human Resources Director**, Girl Scouts of Southeastern Michigan (Youth Development) - Detroit, MI  
12/2008 to 8/2016

- Provided counsel with regards to employee discipline and terminations, discrimination and EEOC claims resulting in \$0 payout
- Handled complex employee leave issues involving FMLA and ADA
- Member of the pension committee; held employee retirement planning meetings. Responsible for plan enrollment and ERISA compliance and corrective action, and timely distribution of summary plan descriptions
- Lead health and safety officer for 5 locations; responsible for OSHA related trainings and administration
- Created the compensation system to include job factors, job scoring, salary scales/bands using various sources of salary data
- HRIS Management and implementation of internal HR database; Paychex and Crystal Reports
- Implemented a strategic recruitment strategy to fill critical positions
- Developed employment law supervisor training manual for increased compliance
- Advised strategy for organizational restructuring, downsizing, and right-sizing
- Responsible for benefits administration and plan design

**Human Resources Manager**, Judson Center (Mental Health) - Royal Oak, MI  
9/2006 to 11/2008

- Assisted legal counsel in preparing for litigation; testified at several unemployment hearings and EEOC mediation hearings
- Counseled supervisors on employee relations issues and ADA worksite evaluations and accommodations
- Assisted in developing a compensation system using the HAY method
- Received recognition from auditor for the policies put in place to reduce workers comp claims resulting in \$10,000 refund.
- Developed onsite employee wellness fair and education seminars
- HRIS management utilizing Crystal Reports to develop employee and governmental mandatory reports.
- Completed H-1B and J-1 visas documents for alien workers and students

**Human Resources Coordinating Manager**, Detroit Community Health Connection (Medical Center) - Detroit, MI

7/1999 to 9/2001

- Developed Human Resources policy and procedures for a start-up human resources department
- Benefits Administration and plan design; managed workers compensation injuries and return to work plan
- Ensured staff received required OSHA training for healthcare workers
- Received high score for HR department during JHCAO healthcare audits

- Oversaw on-site employee random drug testing; issued appropriate disciplinary action for positive testing

### **OTHER WORK EXPERIENCE**

Health and Safety Services Assistant, American Red Cross, Detroit, Michigan, 9/2001 - 7/2005  
Human Resources Manager, Mt. St. Joseph-St. Elizabeth, San Francisco, CA 1998-1999

### **ARTICLES**

- Onboarding For Success!, 2017, LinkedIn
- “Don’t Everybody Leave At Once!”, 2015 LinkedIn
- “I only said “Greasemonkey”, What’s Wrong With That?”, 2014 - LinkedIn
- How to Terminate Employees, Associated Publications, 2009
- 360 Degree to Recruiting College Students, Associated Publications, 2009

### **PRESENTATIONS**

- Onboarding: Recruitment and Beyond, October 2018
- How We Communicate, And How to Do It Better, June 2018
- New Hire Orientation for Managers, April 2018 – present

### **AWARDS**

- Mentor of the Year, University of Michigan Dearborn, 2015
- Unsung Hero Award, Pine-Sol, 2009
- Women Making a Powerful Difference award, Ebony Magazine 2009
- Finalist, Tiger Stripes Award, 2008
- Wayne County Community College Special Student Recognition Award, 2003

**#9**

# **COMMUNICATION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Grants

**THROUGH:** Mayor Tim Greimel

**DATE:** May 3<sup>rd</sup>, 2022

**RE:** **Adoption and acceptance of a \$100,000 grant award from the Oakland County Parks and Recreation Commission in support of the Mattie McKinney Hatchett Park Redevelopment Project**

---

The City of Pontiac has received a \$100,000 grant award from the Oakland County Parks and Recreation Commission. The grant was awarded to the City in support of the Mattie McKinney Hatchett Park Redevelopment project in partnership with the Pontiac Community Foundation.

In 2021, the City of Pontiac adopted a 2021-2025 Parks and Recreation Master Plan. The purpose of this plan is to provide a new vision for future allocation of resources and create a vibrant and sustainable park system. This plan includes improvements and upgrades to Mattie McKinney Hatchett Park. The City of Pontiac, in partnership with Pontiac Community Foundation, has worked with an expert designer and project engineer to develop a comprehensive project plan that fits the needs of the surrounding neighborhood and broader community. Critical aspects of sustainability and green infrastructure were taken into consideration along with ADA standards to ensure accessibility to all users regardless of age or ability.

With neighborhood demographics in mind, coupled with the expertise of the City Planning Department, and much community input, Mattie McKinney Hatchett Park will feature two new basketball courts, a new play structure that meets ADA standards, a recreation field, outdoor fitness equipment, an enhanced walking path, a variety of seating elements, and native plants and landscaping. These elements maximize the parcel while also addressing community needs.

On January 12th, 2022, the Pontiac City Council passed a resolution approving the City of Pontiac's submission of the grant application titled, "Mattie McKinney Hatchett Park Redevelopment" to the Oakland County Parks and Recreation Park Improvements Grant Program in the amount of \$100,000. The resolution authorized Mayor Tim Greimel to sign all grant-related documents on behalf of the City of Pontiac. Please allow this memorandum to serve as a formal notification that Mayor Tim Greimel will execute the grant agreement and accept the \$100,000 grant award from the Oakland County Parks and Recreation Commission.

*Enclosed: Mattie McKinney Hatchett Park Redevelopment Award Letter and Grant Agreement*



2800 Watkins Lake Road · Bldg 97W  
Waterford, MI 48328-1917  
248-858-0906 · 1-888-OC PARKS  
OaklandCountyParks.com

April 15, 2022

Alexa Borngesser  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342  
[aborngesser@pontiac.mi.us](mailto:aborngesser@pontiac.mi.us)

E-mail transmittal on April 15, 2022

Dear Alexa Borngesser:

Congratulations! The Oakland County Parks and Recreation Commission has approved the following grant from the 2022 Park Improvements & Trailways Community Partnership Fund:

**City of Pontiac**  
**Mattie McKinney Hatchett Park Redevelopment**  
**\$100,000**

Oakland County Parks and Recreation is pleased to work in partnership with your community in support of this excellent project and hope you will keep us informed on your plans and progress moving forward.

Funding for the Park Improvements & Trailways Community Partnership Grant has been made possible through the support of the Oakland County Board of Commissioners and the voters of Oakland County for an increased millage levy to support the Oakland County Parks and Recreation Commission. This initiative will be reviewed on an annual basis by the Parks Commission to determine grant funding availability and procedures.

A grant acceptance agreement is being finalized and will be forwarded to you in the coming weeks.

Congratulations again and thank you for your commitment to providing excellent recreation services and facilities for the residents of your community and Oakland County.

Sincerely,

Gary R. McGillivray  
Chairman, Oakland County Parks & Recreation  
Commission

Angela Powell  
County Commissioner 10th District

**The Oakland County Parks and Recreation Commission:**

Gary R. McGillivray - Chairman, J. David VanderVeen - Vice Chairman,  
Ebony Bagley - Secretary, Christine Long - Executive Committee Member  
Yolanda Charles, Amanda Herzog, Andrea LaFontaine, Jim Nash, Nancy L. Quarles, E. Lance Stokes  
Chris Ward - Parks Director





**OAKLAND COUNTY PARKS  
TRAILWAYS AND PARK DEVELOPMENT  
PROGRAM AGREEMENT**

This Agreement is between **City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342** (“Grantee”) and the County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission (“OCPRC”).

Monies from the Oakland County Parks and Recreation Commission Millage have been appropriated for the Oakland County Trailways and Park Development Program (“Program”). The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

**Project Title (“Project”): Mattie McKinney Hatchett Park Redevelopment**  
**Project Number: 22-02**  
**Grant Amount (“Grant Amount”): \$100,000**  
**Match Amount (“Match Amount”): \$300,000**  
**Total Project Amount: \$400,000**  
**Start Date: [Effective Date—the date the last Party to this Agreement signs the Agreement]**  
**End Date:**

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organization and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

**Grantee:**

Signed:

\_\_\_\_\_  
Name: TIM GREIMEI  
Title: Mayor  
Organization: THE CITY OF PONTIAC  
Date:

**Oakland County Parks and Recreation Commission:**

Signed:

\_\_\_\_\_  
Name: Gary R. McGillivray  
Chairperson, Oakland County Parks and Recreation Commission  
Date:

1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to OCPRC within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, OCPRC may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in OCPRC's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of OCPRC by the **Planning & Resource Development Unit.** All notices, reports, documents, requests, actions, or other communications required between OCPRC and Grantee shall be submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.
  - 2.1. **Grantee Contact**
    - 2.1.1. **Organization:** The City of Pontiac
    - 2.1.2. **Name/Title:**
    - 2.1.3. **Address:**
    - 2.1.4. **Telephone Number:**
    - 2.1.5. **E-Mail Address:**
  - 2.2. **OCPRC Contact**
    - 2.2.1. **Name/Title:** Melissa Prowse, Manager of Parks and Recreation
    - 2.2.2. **Address:** 2800 Watkins Lake Road, Waterford, MI 48328
    - 2.2.3. **Telephone Number:** 248-249-2801
    - 2.2.4. **E-Mail Address:** prowsem@oakgov.com
3. **Project/Project Period.**
  - 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
  - 3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
  - 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. OCPRC may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.
4. **Grantee Reporting Requirements:**
  - 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
  - 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
5. **OCPRC Payments/Advances/Project Closeout.** OCPRC shall make payments of the Grant Amount to Grantee as follows:
  - 5.1. OCPRC shall pay Grantee the Grant Amount listed on page 1 of this Agreement, in accordance with Exhibit A. Any cost overruns incurred to complete the Project shall be the sole responsibility of Grantee.

- 5.2. To be eligible for payment, Grantee must submit a complete payment request to the OCPRC on form(s) provided by OCRPC and have satisfied all progress reporting requirements due prior to the date of the payment request
- 5.3. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project. Documentation of expenditures and value of match and donations must meet written OCRPC requirements as specified in the Trailways and Park Development Grant Program Criteria.
- 5.4. OCPRC reserves the right to request additional information necessary to substantiate payments.
- 5.5. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.
- 5.6. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
- 5.7. OCPRC will hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC approval of Grantee's **Final Report** and satisfactory Project completion as determined by OCPRC, in its sole discretion.
- 5.8. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
- 5.9. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.
- 5.10. Upon issuance of final payment from OCPRC, Grantee releases OCPRC of all claims against OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of OCPRC's claims against Grantee.
6. **Grantee Assurances/Responsibilities.**
  - 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
  - 6.2. Grantee shall comply with the OCPRC Trailways and Park Development Grant Program Criteria.
  - 6.3. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. This Agreement shall not be construed to obligate OCPRC or any other governmental entity to issue any permit or license required for the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to OCPRC upon request.
  - 6.4. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.

- 6.5. Grantee shall abide by all State and federal threatened and endangered species regulations when completing Project activities.
  - 6.6. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
  - 6.7. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
  - 6.8. OCPRC reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the Project.
  - 6.9. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
  - 6.10. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
  - 6.11. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
  - 6.12. Grantee shall be solely responsible for the operation and maintenance of the Project subject to this Agreement.
  - 6.13. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
7. **Liability.**
- 7.1. OCPRC is not liable or required to operate, maintain, or contribute to the operation or maintenance of the Project and any associated Project activities.
  - 7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
  - 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
  - 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other

amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.

- 7.5. Performance of this Agreement is a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
8. **Insurance.** The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
9. **Audit and Access to Records.** OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
10. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of the OCPRC Director.
11. **Changes.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to OCPRC contact listed in section 2 of this agreement. OCPRC may approve or deny such change, in its sole discretion. Changes requiring an amendment to this Agreement will be executed by OCPRC and Grantee in the same manner as this Agreement.
12. **Termination.**
  - 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
    - 12.1.1. Terminate this Agreement;
    - 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects under the Program until the violation is resolved to the satisfaction of OCPRC;
    - 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee under the Program;
    - 12.1.4. Require repayment of grant funds already paid to Grantee under this Program; and/or
    - 12.1.5. Require specific performance of the Agreement.

- 12.2. This Agreement may be terminated by OCPRC, upon thirty (30) calendar days written notice, due to budgetary reduction, other lack of funding, or upon request by Grantee. OCPRC may honor requests for just and equitable compensation to Grantee for all satisfactory and eligible work completed under this Agreement up and until the date of Agreement termination.
- 12.3. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.