city of Norton Shores

4814 Henry Street Norton Shores, Michigan 49441 www.nortonshores.org

AGENDA 11d
DATE 7-16-19

July 11, 2019

Council Meeting of July 16, 2019
Subject: Grant Agreement Authorization
Drinking Water Contaminant Remediation

The Honorable Mayor
and
Members of the City Council

Ladies and Gentlemen:

The City has been awarded a Drinking Water Contaminant Remediation grant to assist the County of Muskegon in connecting six homes near the airport that exceed the threshold level for PFAS contamination in their drinking water wells. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has required the County to provide a permanent abatement of the potential health risk from these six wells. The grant funds are only available to the water supply owner.

Council is requested to consider authorizing the acceptance of the grant on behalf of the County, contingent on the County paying the required water availability fees and local match of the grant.

Adoption of the attached resolution will authorize the Mayor to sign the grant agreement.

Respectfully submitted,

Mark C. Meyers
City Administrator

GAB/sr
Attachments

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to sign the grant agreement for Drinking Water Contaminant Remediation with the Michigan Department of Environment, Great Lakes, and Energy in the amount of $33,676 to permanently abate the potential health risk of four drinking water wells near the County airport contingent on the County of Muskegon paying the local match of the grant in the amount of $8,419.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 16th day of July, 2019, the foregoing resolution was moved for adoption by Council Member. The motion was supported by Council Member.

Ayes:

Nays:

Resolution declared adopted/denied.

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Shelly Stibitz, City Clerk

city of Norton Shores

Internal Memo

July 10, 2019

TO: Mark Meyers, City Administrator

FROM: Gerald Bartoszek, Public Works Director GAB

SUBJECT: Drinking Water Contaminant Remediation Grant Agreement

The City has been working with the County of Muskegon relative to their required remediation of ground water wells contaminated with PFAS near the airport. The County's testing of area drinking water wells, as required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), has identified six homes exceeding the contaminant threshold level. EGLE is requiring the County to provide a permanent abatement of the potential health risk from these six wells by connecting the homes to municipal water.

EGLE has a grant program in place to address drinking water contaminant remediation. This grant requires the water supplier to be the grant recipient; in this case, it is the City's water system.

On April 16, 2019 the City Council authorized staff to submit a grant application with the understanding that County will administer the grant and pay all related costs including any outstanding availability costs and local match to the grant. On July 2nd, we received notification that a grant has been awarded to connect the subject six homes to City water.

The grant will not cover the availability fees which amount to $30,111. The total project costs, less the availability fees, is $82,520. The grant amount equals $66,016 after the required 20% local match of $16,504.

It is recommended that the City Council authorize the Mayor to sign the grant agreement contingent on assurance from the County to pay the availability fees and the local match.

EGLE

DRINKING WATER CONTAMINANT REMEDIATION GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND **CITY OF NORTON SHORES**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Finance Division ("State"), and City of Norton Shores ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth **Public Act 618 of 2018.** This Agreement is subject to the terms and conditions specified herein.

Project Name: Public Water Connections
Project Total: $82,520
Amount of grant: $66,016 Funding: 100% State
Amount of match: $16,504
Start Date: 6/1/2019 End Date: 12/31/2019

GRANTEE CONTACT:
Mark C. Meyers, City Administrator
Name/Title
City of Norton Shores
Organization
4814 Henry Street
Address
Norton Shores, Michigan 49441
Address
231-798-4391
Telephone number
mmeyers@nortonshores.org
~~mmeyers@norton_shores.org~~
E-mail address

STATE'S CONTACT:
Kelly Green
Name/Title
Infrastructure Coordinator
Division/Bureau/Office
525 W. Allegan St.
Address
Lansing, MI 48933
Address
517-284-5409
Telephone number
GreenK1@Michigan.gov
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature Date

Name/Title

FOR THE STATE:

Signature Date

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement, other than budget line item revisions less than 25 percent of the budget line item, shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses monthly. If the applicant chooses to submit reimbursement requests monthly, financial and progress reports must accompany those requests on a monthly schedule. These reports shall be due according to the following:

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight,

marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to 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 the State. The State 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. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

(G) The Grantee is committed to the match amount on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State 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 the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

Appendix A

Project Overview:

This project includes public water service connection to six residential homes with drinking water wells with PFAS levels greater than 70 parts per trillion combined for PFOS & PFOA. The homes to be connected are in the vicinity of the Muskegon County Airport. The project will connect a service line to the existing water main and extend the service line to the property line, install a water line from the property line to the home, connect water service line to the internal plumbing, and abandon the existing residential drinking water wells.

As mentioned in section IV above, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, reports shall be due according to the following schedule with monthly reimbursement requests and shall include a brief description of work completed during the reporting period and any delays occurred or anticipated. Vender invoices or force account documentation including, staff title, hourly rate, fringe rate, and work performed should be included with reimbursement requests. Reimbursement requests should be submitted via the Financial Status Report Form as provided by EGLE.

Reporting Period	Due Date
May 1 – July 31	Aug 31
Aug 1 – Aug 31	Sept 30
Sept 1 – Sept 30	Before October 15*
Oct 1 – Oct 31	Nov 30
Nov 1 – Nov 30	Dec 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering September 1 - September 30. If the Grantee is unable to submit a report in mid-October for the month ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

EGLE approved estimated project costs include:

New Connections and Well Abandonment				
Item	Unit	Unit Price	Quantity	Total
New service	EA	$5,685	5	$28,425
New Service	EA	$6,835	1	$6,835
Well Abandonment	EA	$750	6	$4,500
Internal Plumbing Connections	EA	$860	6	$5,160
Total Construction				$44,920
Construction Contingency (15%)				$6,738
Engineering/ Legal/ Oversight				$30,862
Total Project Costs				**$82,520**
Less 20% Match				**$(16,504)**
Total Grant Amount				**$66,016**

Contingency is limited to 15 percent of total estimated construction costs. All construction costs greater than $50,000 must be competitively bid.