

Resolution #2016-43

A RESOLUTION TO APPROVE ENBRIDGE DONATION FUND PROGRAM GRANT AGREEMENT

Purpose and Finding: The City of Albion has a need and desire to continue the restoration and upgrades to Holland Park. The council previously approved the seeking of potential grants through Enbridge. Enbridge has tentatively approved a \$90,000.00 grant for improvements to Holland Park. A grant agreement is required to be signed in order to proceed and so that both the Grantor and Grantee are aware of the responsibilities associated with the Grant. The funds received as a result of this grant will be used to provide for the continued welfare of the citizens of Albion. As such, it is recommended that the agreement be approved.

Council Member Reid moved, supported by Council Member French, to approve the following resolution.

RESOLVED, that the Enbridge Donation Fund Program Grant Agreement is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the agreement on behalf of the City of Albion as "Grant Recipient".

Date: July 18, 2016

Ayes: 6

Nays: 0

Absent: 1 (Brown)

I certify that this resolution was adopted by the City Council of the City of Albion on July 18, 2016.

Jill Domingo
Jill Domingo
City Clerk



July 7, 2016

Ms. Sheryl Mitchell, Manager
City of Albion
112 West Cass Street
Albion, MI 49224

Re: Agreement for grant number 2016.004 (Please refer to this number on all correspondence directed to the Kalamazoo River Community Recreational Foundation concerning this grant).

Dear Ms. Mitchell:

I am pleased to inform you that your grant proposal to upgrade park facilities in the City of Albion has been approved by the Kalamazoo River Community Recreational Foundation for an amount not to exceed \$90,000. As you may know, the funds are made possible by Enbridge Energy as part of their Donation Fund Program.

Enclosed is a grant agreement between the Foundation and your organization. Each project requires a signed agreement within 30 days of your receipt of the agreement. The process for executing the agreement is as follows:

1. A copy of the grant agreement is sent to Grantee.
2. Grantee reviews agreement and (a) notifies the Foundation that changes need to be made, or (b) proceeds to execution through the steps below.
3. Grantee attaches all requested documentation to the respective appendices.
4. Grantee obtains all appropriate, authorized signatures required on the agreement and returns to the Foundation (to my attention) with no additions (except the required documentation) or subtractions from the agreement
5. Foundation obtains its necessary signatures and dates the first page of the agreement.
6. Foundation retains the original grant agreement and returns one copy to grantee.

Please note that you must submit several documents to the Foundation along with the signed agreement as appendices. These documents are described on page 6 of the grant agreement. Foundation funds will not be disbursed until the agreement is executed and the accompanying documentation is received. Please use the enclosed checklist worksheet to ensure you have submitted all of the appropriate documentation with the signed grant agreement.

A **final report** is due 30 days from the end of your grant term. If you have any questions concerning the agreement, requirements, etc., please do not hesitate to contact me at 517-484-4954.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Coscarelli". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Coscarelli
Administrator

Enclosures



kalamazoo river community
recreational foundation

Grant Agreement Document Checklist



For a more detailed explanation of each document listed below, please see the agreement cover letter and page 6 of the grant agreement.

Check off each of the items you have included. If they do not apply to your project, state N/A.

- Signed grant agreement
- Original/approved project proposal (Appendix A)
- Project metrics (Appendix B)
- For nonprofit 501(c)(3) organizations, most recent IRS Form 990 (Appendix C)
- For nonprofit (501(c)(3) organizations, proof of insurance (Appendix D)
- Third-party contracts, if applicable (Appendix E)



kalamazoo river community recreational foundation

Enbridge Donation Fund Program Grant Agreement

Project Number: 2016.004

Project Name: City of Albion Park Improvements

Grant Recipient: City of Albion

THIS AGREEMENT is made this 24th day of June 2016, by and between the Kalamazoo River Community Recreational Foundation, hereinafter referred to as the FOUNDATION and the City of Albion, hereinafter referred to as the GRANT RECIPIENT. WITNESSETH:

WHEREAS, the goal of Enbridge's Donation Fund Program is to support area projects while maintaining flexibility in funding to ensure the Foundation can support cooperative and/or unique opportunities that will significantly contribute to the overall goal of enhancing public access on the Kalamazoo River, including stewardship opportunities. These projects advance the Foundation's mission, but fall outside of the Foundation's primary funding categories. Specifically, the GRANT RECIPIENT'S project meets the requirement of "Other projects brought to the Foundation with the support of Board member(s)."

WHEREAS, the FOUNDATION and the GRANT RECIPIENT, in fulfillment of the purposes of the FOUNDATION, have reached an agreement; and

NOW THEREFORE, the FOUNDATION and the GRANT RECIPIENT, in consideration of the terms, promises, conditions, and assurances hereinafter set forth, mutually agree as follows:

1. **Grant Administration:** This Agreement shall be administered on behalf of the FOUNDATION by its managers. All reports, documents, or proof of actions required of the GRANT RECIPIENT shall be submitted to the Administrator, Mark Coscarelli, Kalamazoo River Community Recreational Foundation, 230 N. Washington Square, Suite 300, Lansing, Michigan 48933-2265.
2. **Purpose:** The project to be accomplished under this Agreement shall satisfy the grant objectives identified in Appendix A, which is attached and incorporated into this Agreement.

3. **Grant Period:** The work outlined in Appendix A must begin promptly upon execution of this grant agreement, and be completed no later than June 1, 2017, unless changes are requested and approved in writing in advance by the FOUNDATION.
4. **Budget and Expenditure:** The FOUNDATION shall provide a sum of money to the GRANT RECIPIENT to be used for the purposes detailed and the schedule of costs outlined in Appendix A at a total cost not to exceed \$90,000.00 The GRANT RECIPIENT must obtain advance written approval from the FOUNDATION for disbursement deviating from the line items of the approved schedule of costs outlined in Appendix A. Expenses must be incurred during the grant period. Any cost overruns incurred to complete the project as outlined in Appendix A shall be the **SOLE** responsibility of the GRANT RECIPIENT unless specifically approved in writing in advance by the FOUNDATION.
5. **Payment:**
 - a. The FOUNDATION shall make prompt disbursement under the terms of this Agreement, provided that appropriate documentation has been delivered.
6. **Reporting:**
 - a. Within 30 days following the end of the grant period, the GRANT RECIPIENT shall furnish a **final report** to the FOUNDATION. In addition,
 - i. The financial report shall include a statement of expenses according to the line items in the approved budget outlined in Appendix A and on appropriate financial documentation verifying expenditures (e.g., copies of invoices, record of hours expended, standard accounting ledgers used by the GRANT RECIPIENT's organization, and/or copies of canceled checks with descriptions).
 - ii. If the final financial report satisfying the requirements of this Grant Agreement is not submitted to the FOUNDATION within 1 month following the end of the grant period, the GRANT RECIPIENT will be considered in default of its grant obligations. Under that circumstance, the FOUNDATION reserves the right, without further notice to the GRANT RECIPIENT, to terminate the Grant Agreement, modify payment terms, forfeit account balances, and cease payments.
 - b. The GRANT RECIPIENT shall provide a copy of any publications produced under this grant to the FOUNDATION for its records and submit, upon the FOUNDATION's request, information relating to this grant, including results, findings, or methods, and digital or color photographs.
 - c. The GRANT RECIPIENT shall cooperate with the FOUNDATION in providing information to the public, press, or the FOUNDATION.

7. **FOUNDATION Acknowledgement:** The GRANT RECIPIENT shall provide appropriate acknowledgment for the FOUNDATION's grant on any publication or printed material distributed on or about the project described in Appendix A.
8. **Liability Insurance:** By signing this Agreement, the GRANT RECIPIENT acknowledges that appropriate general liability and automobile insurance coverage shall be maintained during the grant period. The FOUNDATION reserves the right to require higher liability limits than those contained in the policies submitted for approval if higher limits are required to protect the interests of the FOUNDATION.
9. **Sale of Products:** The GRANT RECIPIENT shall provide prior written notice to the FOUNDATION and opportunity to comment before selling or offering for sale any products paid for by this grant.
10. **Equal Opportunity:**
 - a. The GRANT RECIPIENT shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.
 - b. The GRANT RECIPIENT shall provide a copy of the contract with any non-public entities performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination requirements. GRANT RECIPIENT further agrees that any subcontract shall contain a non-discrimination provision, which is not less stringent than this provision and binding upon any and all subcontractors responsible for all or a portion of the work outlined in Appendix A.
11. **Compliance with Laws:** The GRANT RECIPIENT is solely responsible for determining the requirements for and obtaining any permits or licenses that may be required by local, state or federal laws, regulations or rules to carry out the activities funded under this Agreement.
12. **Release and Indemnity:** Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable State or Federal statute, that it shall assume all risk and liability to itself, its respective board members, officers, employees, or agents from any and all claims, demands, judgments and expenses, including attorney fees, from any and all loss, damage, or injury, to person or property, or death arising from any negligent action or omission by itself or its own agents related to (a) the Agreement, (b) the activities authorized by this Agreement, or (c) the use or occupancy of the premises, project area or facilities that are the subject of this Agreement. If the GRANT RECIPIENT is a Federal Government Agency, liability shall be governed by the Federal Tort Claims Act (U.S.C. § 2761 et seq.).

13. **Definition of Agreement:** The proposal form bearing the project name from Page 1, Appendix A, and all required supporting documentation (Attachments) submitted for approval with the signed Agreement bearing this project name constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
14. **Breach of Agreement:** The GRANT RECIPIENT and the FOUNDATION mutually agree that any failure by the GRANT RECIPIENT to abide by any of the conditions, promises, covenants, agreements, or like undertakings contained in this Agreement shall constitute a material breach of this Agreement and shall entitle the FOUNDATION to seek specific performance required under the terms of this Agreement, damages and/or termination at the FOUNDATION'S discretion.
15. **Third Party Contracts:** If applicable, the GRANT RECIPIENT must submit to the FOUNDATION a copy of the contract with any third party performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination, insurance, and financial requirements of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and date first above written.

GRANT RECIPIENT

SIGNED: (Authorized Agent)

WITNESSED BY:

By: _____
(Signature) (Date)

(Signature) (Date)

Name: _____
(Typed or Printed)

(Typed or Printed)

Title: _____
(Typed or Printed)

(Typed or Printed)

Employer Identification Number: _____

Kalamazoo River Community Recreational Foundation

SIGNED:

WITNESSED BY:

By: _____
(Signature) (Date)

(Signature) (Date)

Name: _____
(Typed or Printed)

(Typed or Printed)

Title: Administrator, Kalamazoo River
Community Recreational Foundation

ATTACHMENTS (to be submitted with the signed agreement):

- **Appendix A:** Approved project proposal
- **Appendix B:** Project metrics (See appendix B for description)
- **Appendix C:** A copy of the GRANT RECIPIENT's most recently filed Form 990 for nonprofit 501(c)(3) organizations (to be attached and submitted by GRANT RECIPIENT)
- **Appendix D:** A copy of the GRANT RECIPIENT's general liability and automobile insurance for nonprofit 501(c)(3) organizations (to be attached and submitted by GRANT RECIPIENT)
- **Appendix E:** If applicable, a copy of the contract with any third party performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination, insurance, and financial requirements of this Agreement.

APPENDIX A
(Approved project proposal)

APPENDIX B

(Project Metrics)

The goal of project metrics is to improve the outcome of a project or product. A metric is a quantitative measure of the degree to which a project, component or process possesses an attribute. Metrics allow the grantee to assess status of ongoing project; track project risks; uncover problem areas; adjust tasks or workflow; and evaluate the team's ability to control quality. Please identify project metrics and how they will be measured over the project's duration.

APPENDIX C

(For nonprofit 501(c)(3) organizations, attach most recent IRS Form 990 here)

APPENDIX D

(For nonprofit 501(c)(3) organizations, attach proof of
general liability and automobile insurance here)

APPENDIX E

(Attach third-party contracts, if applicable)