

Resolution #2017-23

A RESOLUTION TO APPROVE BID AND ENTRY INTO AGREEMENT WITH REVITALIZE, LLC FOR ADMINISTRATIVE CONSULTING SERVICES AS A THIRD PARTY CDBG GRANT ADMINISTRATOR

Purpose and Finding: The City of Albion accepted proposals from State of Michigan certified CDBG grant administrators for management and administrative services in the preparation of a Community Development Block Grant (CDBG) Program and subsequent administrative/implementation of that program should the Peabody Project (400 S. Superior St.) be funded by the state. A committee reviewed the submitted proposals and is recommending Revitalize, LLC to assist the City of Albion with all CDBG required compliance issues and perform duties typically required of a Michigan Economic Development Corporation (MEDC) Certified Grant Administrator.

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

RESOLVED, that the City of Albion hereby officially accepts the bid, dated April 12, 2017, from Revitalize, LLC, for the City of Albion Administrative Consultant – Certified CDBG Grant Administrator RFP, at an amount not to exceed \$28,800.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the agreement between the City of Albion and Revitalize, LLC for services related to the City of Albion Administrative Consultant – Certified CDBG Grant Administrator RFP.

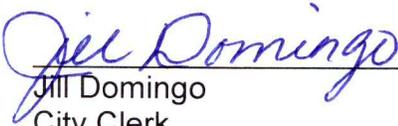
Date: May 15, 2017

Ayes: 6

Nays: 0

Absent: 1 (Barnes)

I certify that this resolution was adopted by the City Council of the City of Albion on March 20, 2017.



Jill Domingo
City Clerk

CONTRACT FOR CERTIFIED GRANT ADMINISTRATOR

SECTION ONE – PURPOSE

The City of Albion, a Michigan Municipal Corporation, located at 112 W. Cass St. Albion, MI 49224, and Revitalize, LLC., a Michigan Limited Liability Corporation, located at 706 S. Diamond Rd., Mason, MI 48854, desire to enter into an agreement for the Revitalize, LLC to provide Administrative Consulting Services as a third party CDBG Grant Administrator, with the City of Albion having accepted the bid of Revitalize, LLC, following a Request for Proposals.

SECTION TWO – PARTIES

City of Albion (“the City”) and Revitalize, LLC, (“Revitalize”) are parties to this agreement.

SECTION THREE – TERMS

Revitalize will provide administrative and management services in the preparation of a Community Development Block Grant for the redevelopment of 400 S. Superior St., Albion, MI 49224, as well as subsequent administrative services and implementation of the program if it is funded by the State of Michigan.

Revitalize will provide services under this agreement, including:

- A. General Tasks;
- B. Financial Management;
- C. Environmental Review;
- D. Procurement;
- E. Construction and Labor Compliance;
- F. Monitoring and Close out; and
- G. National Objective Compliance, Surveys, and Income Verification.

The detailed description and scope of the services, described in paragraphs A through G of this section, to be provided by Revitalize, are set forth in the attached Request for Proposals, which is hereby incorporated by reference as **EXHIBIT 1**. Revitalize hereby agrees to provide the services described in **EXHIBIT 1** to the City.

In exchange for the services provided by Revitalize, the City will pay Revitalize at a rate of eighty (\$80.00) dollars per hour. Revitalize estimates that the total project will require three hundred sixty (360) hours to complete. Total payment to Revitalize for services rendered under this agreement shall not exceed twenty-eight thousand eight hundred (\$28,800.00) dollars. Payments will be made by the City to Revitalize quarterly based on requests for payments submitted by Revitalize to the City for hourly work completed.

SECTION FOUR – EFFECTIVE DATE

This agreement shall take effect upon the date of signature of both parties.

SECTION FIVE – SEVERABILITY

If any part of this agreement is determined to be invalid, the rest of the agreement remains in full effect.

SECTION SIX – NO ORAL MODIFICATION

This agreement may not be modified orally. This agreement may only be modified through a written agreement signed by both parties.

SECTION SEVEN – CONTRACT VENUE

This contract shall be interpreted under the law of the State of Michigan. Any and all disputes, disagreements, legal actions, litigation and questions of conflict shall be brought in the courts for the County of Calhoun, State of Michigan.

SECTION EIGHT – TERMINATION

If adequate progress is not being made on the required work or the terms of the RFP have not been complied with, the City shall provide written notice to Revitalize. If Revitalize fails to correct the issue within thirty (30) days of notification, then the City may terminate the contract. Should the City desire to terminate this contract for any other reason, the City may do so upon thirty (30) days written notice to Revitalize.

SECTION NINE – NON-DISCRIMINATION

Revitalize shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City Ordinance.

SECTION TEN – INDEMNIFICATION

Revitalize shall indemnify and hold harmless the City, its officers, directors, employees, and agents from and against any and all claims, lawsuits, actions, demands, damages, or losses, arising out of or relating to any death, personal injury, or property damage claims, to the extent caused by the negligent or other wrongful acts or omissions of Revitalize, or of any agent of Revitalize, while performing work pursuant to this contract.

City of Albion

Revitalize, LLC

Garrett Brown, Mayor

Bruce Johnston

Date

Date

Jill Domingo, City Clerk

Date

DRAFT