

# COMMUNITY DEVELOPMENT BLOCK GRANT

## PUBLIC SERVICE CONTRACT

**PY 2023**

**City of Madison Heights**  
*Municipality*

**Zimmerman Lawn & Snow**  
*Service Agency*

### **CONTRACT DURATION:**

***Total Number of Service Weeks: 28***

***Beginning Date: April 28, 2025.***

***Ending Date: November 10, 2025.***

This contract shall be effective for 1 year(s) from the beginning date, with an option to extend for an additional one year upon written agreement between Service Agency and Municipality, or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

### **CONTRACT FUNDING SOURCES:**

***CDBG Program Year: 2023***

***CDBG Program Year: 2024***

***CDBG Dollar Amount of Contract in PY: \$ XX, XXX***

***CDBG Dollar Amount of Contract in PY: \$ XX, XXX***

***TOTAL Dollar Amount of Contract: \$XX, XXX***

---

## **SECTION I. AGREEMENT**

This contract is made this <Date>, between <Name of Service Agency>, hereinafter designated as the "Service Agency", having its principal office at <Service Agency Address> and the **City of Madison Heights**, hereinafter designated as the "Municipality", having its principal office at **300 W. Thirteen Mile Road, Madison Heights, MI 48071.**

## SECTION II. PURPOSE

The purpose of this contract shall be:

Home Chore services for seniors and disabled residents consisting of lawn care services.

The Service Agency shall bill the Municipality per work order:

at <del>\$XX.00> per work order, as determined by the Municipality.

The Municipality requires lawn care services to be provided to Madison Heights senior citizens and/or disabled residents on an as-needed basis. The areas to be covered include all areas of lawn on the property. The sizes of lawns vary, however, the majority will be approximately 60' X 120" or smaller. A mulching mower must be used. All clippings are to be left on the lawn.

The Service Agency shall not leave piles of grass clippings on the lawn, sidewalk, driveway or street.

**In addition, the walkway and driveway must be edged, trimmed and blown every other time. Any weeds around the home, garage, fence, trees, shrubs or any other needed areas must be trimmed.**

All dog residue will be the responsibility of the resident prior to Service Agency's arrival.

Upon completion, the property must be left in a neat and orderly condition free of clippings on the driveway and sidewalk.

**A Maximum of 55 homeowners will require services per week.**

Work must be performed between the hours of 8:00 a.m. and 7:00 p.m., unless otherwise authorized by the Municipality.

Procedure will be as follows: list of homeowners requiring service will be made available to the Service Agency on Friday for the following week. A daily schedule will be worked out with the Municipality staff.

Mowing is typically on a weekly basis for the first six weeks and on a bi-weekly basis thereafter until the end of the program. The Municipality, at its sole discretion, shall determine the frequency of mowing.

All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operate with the highest standard as well as meeting all OSHA and MIOSHA safety standards.

### SECTION III. THE SERVICE AGENCY'S RESPONSIBILITIES

The **Service Agency** shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the *City of Madison Heights* on the attached "Insurance Requirements" form. The *City of Madison Heights* shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) Not solicit or apply funds from any other source for the services reimbursed under this agreement.

### SECTION IV. THE MUNICIPALITY'S RESPONSIBILITIES

The **Municipality** shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount of **< \$XX.00 > per work order.**
- B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency.

### SECTION V. COMPLIANCE

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

## **SECTION VI. DISCRIMINATION PROHIBITED**

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

## **SECTION VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY**

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

## **SECTION VIII. GENERAL CONTRACT PROVISIONS**

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.

- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

## **SECTION IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION**

**SERVICE AGENCY****MUNICIPALITY**

|                      |   |
|----------------------|---|
| Name:                | Name: City of Madison Heights   |
| Representative Name: | Representative Name: Giles Tucker/Shari Peacock-Nash  |
| Phone #: Fax:        | Phone #: 248-583-0831 Fax 248-588-4143  |
| Email Address:       | Email Address: <a href="mailto:gilestucker@madison-heights.org">gilestucker@madison-heights.org</a><br><a href="mailto:sharipeacock-nash@madison-heights.org">sharipeacock-nash@madison-heights.org</a> |
| Address:             | Address: 300 W. Thirteen Mile<br>Madison Heights, MI 48071  |

**SECTION X. CONTRACT ACCEPTANCE**

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

**SERVICE AGENCY****MUNICIPALITY**

|                |                                |
|----------------|--------------------------------|
| Name:          | Name: City of Madison Heights  |
| Officer Name:  | Officer Name: Roslyn Grafstein |
| Officer Title: | Officer Title: Mayor           |
| Signature:     | Signature:                     |
| Witnessed:     | Witnessed:                     |

Attachment: Insurance Requirements