

PASS THROUGH AGREEMENT  
BETWEEN  
**PITTSFIELD CHARTER TOWNSHIP**  
AND  
SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS  
FOR  
ACTIVITIES RELATED TO THE RESTORING THE LAKE ERIE CORRIDOR THROUGH  
GREEN STREETS PROJECT FUNDED THROUGH A GRANT OBTAINED FROM THE  
U.S. ENVIRONMENTAL PROTECTION AGENCY

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNCIL and **PITTSFIELD CHARTER TOWNSHIP**, for the purpose of outlining and identifying the specific rights and obligations of the parties in agreeing to participate in the Restoring the Lake Erie Corridor through Green Streets project.

WHEREAS, the COUNCIL is eligible to obtain funding from the U.S. Environmental Protection Agency Great Lakes Restoration Initiative program; and

NOW HEREBY RESOLVED:

I. DEFINITIONS

USEPA means the U.S. Environmental Protection Agency – Grantor agency.

COUNCIL means the Southeast Michigan Council of Governments – Grant recipient.

GLRI means the Great Lakes Restoration Initiative.

II. PURPOSE

The purpose of this contract is to pass-through funds for the Restoring the Lake Erie Corridor through Green Streets project from the USEPA to **PITTSFIELD CHARTER TOWNSHIP** through the COUNCIL.

III. **PITTSFIELD CHARTER TOWNSHIP SHALL:**

1. Performance of the Project

Upon receipt of approval from USEPA of funds in the amount of **Forty six thousand five hundred dollars (\$46,500.00)** to pass through the COUNCIL to **PITTSFIELD CHARTER TOWNSHIP, PITTSFIELD CHARTER TOWNSHIP**, upon notification of the COUNCIL, shall commence work based on the attached Work Plan (Exhibit 1).

2. Estimated Costs

The COUNCIL, upon receipt of payment from the USEPA, shall pass

through payment to **PITTSFIELD CHARTER TOWNSHIP** in the amount requested with a maximum reimbursable amount for the project of \$46,500.00. **PITTSFIELD CHARTER TOWNSHIP**.

3. Accounts and Records

Establish and maintain accounts and records which will properly account for expenditures of money under the terms of this agreement and classify such expenditures in a manner so as to permit submission to the COUNCIL and USEPA for proper claims.

Restoring the Lake Erie Corridor through Green Streets project records are kept available for a period of not less than three (3) years from the date on which the final payment to **PITTSFIELD CHARTER TOWNSHIP** of federal aid has been received in respect to this program.

4. Billings and Progress Reports

Submit, at least quarterly; invoices, related progress reports, and detail of expenditures to the COUNCIL covering **PITTSFIELD CHARTER TOWNSHIP**'s work accomplished on the Restoring the Lake Erie Corridor through Green Streets project. Billings and related progress reports shall be submitted to the COUNCIL not later than five (5) calendar days after the end of each quarterly accounting period. Invoices may be submitted more frequently but must be accompanied by a related progress report in order to be paid.

5. Fair Share Objectives

Agree to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance Agreements, contained in 40 CFR, Part 33. Additionally, for purposes of reporting, **PITTSFIELD CHARTER TOWNSHIP** shall identify, in its detail of expenditures, procurements with certified MBE/WBE enterprises.

6. Procuring Services

Follow the USEPA Procurement Standards as detailed in EPA 40 CFR 30.40 – 30.48. (Attached)

7. Signage

Ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. **PITTSFIELD CHARTER TOWNSHIP** will determine the design, placement, and materials for each sign. The GLRI

logo should be accompanied with the statement indicating that **PITTSFIELD CHARTER TOWNSHIP** received financial support in the amount of \$46,500.00 from the EPA.

8. Project Completion Reports

Submit to the COUNCIL a final project completion report no later than thirty (20) days from the close of the Project.

9. Disallowable Costs

Any disputes in regard to disallowable items of cost will be resolved through negotiations between the COUNCIL, **PITTSFIELD CHARTER TOWNSHIP**, and the USEPA. Final decisions as to findings are vested in the USEPA.

**PITTSFIELD CHARTER TOWNSHIP** shall, within thirty (30) days of receipt of a billing, repay the USEPA any disallowable costs previously dispersed by the USEPA under the authorization of the COUNCIL.

IV. THE COUNCIL SHALL:

1. Reimburse Costs

Council will reimburse **PITTSFIELD CHARTER TOWNSHIP** for actual direct and indirect costs eligible for federal and state reimbursement, under the provisions of the Federal Acquisition Regulations, 48 C.F.R., Part 31.

2. Reimbursement to **PITTSFIELD CHARTER TOWNSHIP** for Costs Incurred

Upon receipt of an invoice and progress report for reimbursement of work performed by **PITTSFIELD CHARTER TOWNSHIP** in respect to the Restoring the Lake Erie Corridor through Green Streets project, the COUNCIL shall review the invoice and request of the USEPA payment to the COUNCIL for subsequent payment to **PITTSFIELD CHARTER TOWNSHIP**. Questions concerning the progress reports and the relationship of the progress reports to the invoices shall be resolved between **PITTSFIELD CHARTER TOWNSHIP** and the COUNCIL prior to the subsequent invoices.

V. THE COUNCIL AND **PITTSFIELD CHARTER TOWNSHIP** FURTHER AGREE THAT:

1. Federal Laws and Regulations

All applicable laws and regulations of the federal government are hereby incorporated into and made a part of this agreement and the parties will comply herewith.

2. Non-Discrimination

In connection with the performance of the Agreement, **PITTSFIELD CHARTER TOWNSHIP** agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", dated August, 1985, attached hereto and made a part hereof. **PITTSFIELD CHARTER TOWNSHIP** further covenants that it will comply with Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Agreement.

3. Owner of Data

**PITTSFIELD CHARTER TOWNSHIP** shall retain any data collected hereunder with full rights of access thereto guaranteed to the USEPA, COUNCIL and all other participating agencies.

4. Terms of Agreement

The term of this agreement shall be from July 1, 2019 through December 31, 2020.

6. Termination of Agreement

Any signatory may terminate this agreement after not less than ninety (90) days written notice to the other parties. In the event of termination, **PITTSFIELD CHARTER TOWNSHIP** shall be reimbursed for all eligible costs incurred in the furtherance of the Restoring the Lake Erie Corridor through Green Streets project up to the date of termination. **PITTSFIELD CHARTER TOWNSHIP** will provide a written report of all agreement related results of the project through termination.

7. Modifications of Agreement

Any modifications to this agreement must be made in writing and signed by the parties.

8. Execution of Agreement

This agreement shall become binding on the parties hereto and be in full force and effect upon the signing thereof by the duly authorized officials for the COUNCIL and **PITTSFIELD CHARTER TOWNSHIP**, and with the necessary approval of the agreement by their respective policy bodies.

IN WITNESS THEREOF, the parties hereunder have caused this agreement to be executed the day and year first above written.

**PITTSFIELD CHARTER TOWNSHIP**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS**

BY: \_\_\_\_\_

Title: Executive Director\_\_\_\_\_

Date: \_\_\_\_\_