

**COUNTY OF OAKLAND--TRAILWAYS DEVELOPMENT AGREEMENT
WATERFORD RIVERWALK TRAIL EXTENSION**

This Agreement is between the County of Oakland, 1200 North Telegraph Rd., Pontiac, MI 48341 (“County”) and the Charter Township of Waterford, 5200 Civic Center Dr., Waterford, MI 48329 (“Grantee”).

The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named Project. The Parties acknowledge that Fifty-Eight Thousand Dollars (\$58,000) of the Grant Amount is appropriated from the County General Fund (Account Special Projects) and Fifty-Seven Thousand Dollars (\$57,000) of the Grant Amount is appropriated from Oakland County Parks and Recreation Commission (“OCPRC”) millage funds. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title (“Project”): Waterford Riverwalk Trail Extension

Project Number: 23-SP01

Grant Amount (“Grant Amount”): One Hundred and Fifteen Thousand Dollars **(\$115,000.00)**

Grantee Match Amount (“Match Amount”): Fifty-Eight Thousand Dollars **(\$58,000)**

Total Project Amount: One Hundred and Seventy-Three Thousand Dollars **(\$173,000)**

Start Date: Effective Date—the date the last Party to this Agreement signs the Agreement

End Date: December 31, 2024

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement and the Parties will fulfill the terms of this Agreement.

Grantee:

Name: _____ Date _____
Charter Township of Waterford

County of Oakland:

Name: David T. Woodward, Chairperson Date _____
Oakland County Board of Commissioners

Oakland County Parks and Recreation Commission:

Name: Gary McGillivray, Chairperson Date _____
Oakland County Parks and Recreation Commission

1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to the contact person listed in Section 2 within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, the County, through the Oakland County Board of Commissioners Chairperson and the Oakland County Parks and Recreation Commission Chairperson may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in the County's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of the County by the Planning & Resource Development Unit of the OCPRC. All notices, reports, documents, requests, actions, or other communications required between the County and Grantee shall be submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.
 - 2.1. **Grantee Contact**
 - 2.1.1. Organization: Charter Township of Waterford
 - 2.1.2. Name/Title: Gary Wall, Supervisor
 - 2.1.3. Address: 5200 Civic Center Drive, Waterford, MI 48329
 - 2.1.4. Telephone Number: 248-674-6201
 - 2.1.5. E-Mail Address: gwall@waterfordmi.gov
 - 2.2. **County Contact**
 - 2.2.1. Name/Title: Melissa Prowse, Manager of Oakland County Parks and Recreation
 - 2.2.2. Address: 2800 Watkins Lake Road, Waterford, MI 48328
 - 2.2.3. Telephone Number: 248-249-2801
 - 2.2.4. E-Mail Address: prowsem@oakgov.com
3. **Project/Project Period.**
 - 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
 - 3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
 - 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. The County may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.
4. **Grantee Reporting Requirements:**
 - 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by the County.
 - 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by the County.
5. **Payments/Advances/Project Closeout.** The County shall make payments of the Grant Amount to Grantee as follows:

- 5.1. The County shall pay Grantee the Grant Amount listed on page 1 of this Agreement, in accordance with Exhibit A. Any cost overruns incurred to complete the Project shall be the sole responsibility of Grantee.
 - 5.2. To be eligible for payment, Grantee must submit a complete payment request to the County on form(s) provided by the County and have satisfied all progress reporting requirements due prior to the date of the payment request
 - 5.3. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project.
 - 5.4. The County reserves the right to request additional information necessary to substantiate payments.
 - 5.5. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.
 - 5.6. The County shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
 - 5.7. The County will hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon the County's approval of Grantee's Final Report and satisfactory Project completion as determined by the County, in its sole discretion.
 - 5.8. A determination of Project completion, which may include a site inspection and an audit, shall be made by the County after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
 - 5.9. Grantee shall immediately refund to the County any payments in excess of the costs allowed by this Agreement.
 - 5.10. Upon issuance of final payment from the County, Grantee releases the County of all claims against the County 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 County's claims against Grantee.
6. **Grantee Assurances/Responsibilities.**
- 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
 - 6.2. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to the County upon request.
 - 6.3. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.
 - 6.4. Grantee shall abide by all State and federal threatened and endangered species regulations when completing Project activities.

- 6.5. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
 - 6.6. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
 - 6.7. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
 - 6.8. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
 - 6.9. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
 - 6.10. Grantee shall be solely responsible for the installation, operation, repair, and maintenance of the Project.
 - 6.11. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by the County.
7. **Liability.**
- 7.1. The County is not liable or required to install, operate, repair, maintain, or contribute to the installation, operation, repair, or maintenance of the Project and any associated Project activities.
 - 7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
 - 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
 - 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged

violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.

- 7.5. Performance of this Agreement is a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
8. **Insurance.** The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. The County shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
9. **Audit and Access to Records.** The County reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall 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 County. The County 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. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by the County.
10. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of the County.
11. **Changes.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to the contact listed in Section 2 of this Agreement. The County may approve or deny such change, in its sole discretion. Changes requiring an amendment to this Agreement will be executed in the same manner as this Agreement.
12. **Termination.**
 - 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, the County may, in addition to any other remedy provided by law:
 - 12.1.1. Terminate this Agreement;
 - 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects until the violation is resolved to the satisfaction of the County;
 - 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee; or
 - 12.1.4. Require specific performance of the Agreement.
 - 12.2. Upon the date of termination, all outstanding reports and documents are due to the County and after the termination date the County will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.

EXHIBIT A—WATERFORD RIVERWALK TRAIL EXTENSION

1. **Project Description.**

- a. Grantee is requesting funding to design, engineer, and/or construct an extension of the existing Waterford Riverwalk Trail (“Extension”).
- b. The Extension will be an asphalt trail and boardwalk along the Clinton River, which will connect the Riverwalk Trail to the Drayton Plains Nature Center. The Extension will use real property recently secured by easements.
- c. The Extension will make Waterford Riverwalk Trail a destination for all Oakland County residents to use and enjoy and provide an additional opportunity to improve health and wellness of County residents.
- d. The expected time for design, engineering, installation, and construction of the Extension is Fall 2022 through December 31, 2023.

2. **Funding.** The Grant Amount must pay for the design and engineering plans for the Extension. If there are Grant monies not used for the design and engineering plans, those remaining Grant monies may be used for the actual installation and construction of the Extension. Any Grant monies not used for these purposes will not be paid to Grantee.