

Contract Number: YB PY11-01  
Funding Source: U.S. DOL YouthBuild

**CONTRACTUAL AGREEMENT**

**Between**

**Northwest Michigan Council of Governments  
P.O. Box 506  
Traverse City, MI 49685-0506**

**And**

**Traverse Bay Area Intermediate School District  
P.O. Box 6020  
Traverse City, MI 49685-6020**

## CONTRACTING PROVISIONS

This Contract, designated Number YB PY11-01 is made and entered into by and between Northwest Michigan Council of Governments, P.O. Box 506, Traverse City, MI 49685-0506, hereinafter referred to as the SUBRECIPIENT and Traverse Bay Area Intermediate School District, P.O. Box 6020, Traverse City, MI 49685-6020, hereinafter referred to as the CONTRACTOR.

WHEREAS, the SUBRECIPIENT has entered into a subgrant, designated as Subgrant Number 22, with Michigan Department of Labor and Economic Growth, to provide for the administration, operation, and fiscal management of employment and training programs. These programs are funded under the Workforce Investment Act of 1998, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Title I - Block Grants for Temporary Assistance for Needy Families, the School to Work Opportunities Act of 1994, the Fitzgerald - Elliott Displaced Homemakers Act of 1978, as amended, the Wagner-Peyser Act of 1933, as amended, the Trade Act of 1974, the North American Free Trade Agreement Implementation Act (NAFTA) of 1994, and State of Michigan appropriations.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

### I. STATEMENT OF PURPOSE

The SUBRECIPIENT'S objective is 1.) to provide job training and employment opportunities for economically disadvantaged, unemployed, underemployed persons, dislocated workers, students, and others which will result in an increase in their earned income, 2.) to assure that training and other services lead to maximum employment opportunities and enhance self-sufficiency by establishing a flexible, collaborative, and decentralized system of federal, state, and local programs, and 3.) to provide for the maximum feasible integration of plans, programs, and activities under the Acts with economic development, and related activities such as vocational education, vocational rehabilitation, public assistance, self-employment training, unemployment insurance and human service and public employment service programs.

### II. STATEMENT OF WORK

The CONTRACTOR agrees to perform the functions set forth in the definitive Statement of Work and comply fully with subsequent revisions and modifications.

### III. PERIOD OF PERFORMANCE

The CONTRACTOR shall commence performance of this Contract on the 1<sup>st</sup> day of July, 2011, and shall complete said performance on the 30<sup>th</sup> day of June, 2014. The dates of this Contract include two years of YouthBuild programming and one year of follow-up.

### IV. GEOGRAPHIC AREA TO BE SERVED

Such programs and services as are contracted for herein, are to be provided only to residents of Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee and Wexford counties in Michigan.

### V. CONSIDERATION

The SUBRECIPIENT agrees to pay the CONTRACTOR as compensation for all work performed and services provided under this Contract and for the settlement of all termination claims; allowable costs not to exceed \$ 905,460 (see Exhibit D).

### VI. SUBCONTRACTING

The CONTRACTOR is prohibited from assigning all or any portion of this Contract to another party. If the CONTRACTOR should enter into a subcontract for some portion of the activity covered by this Contract, this Contract will be incorporated by reference into the subcontract. The SUBRECIPIENT must approve a subcontract prior to its execution.

### VII. STIPULATIONS

- A. The Contractor shall be prohibited from the expenditure of federal/state funds for the purchase, lease, lease-purchase, or rental of real property, or equipment with an acquisition cost of \$5,000.00 or more, without prior approval of the SUBRECIPIENT. Inclusion of equipment costs in the Contract budget does not constitute SUBRECIPIENT approval. The CONTRACTOR shall be required to submit requests for purchase, lease, lease-purchase, or rental of said real property or equipment to the SUBRECIPIENT. The requests shall include bids from at least three (3) sources of supply or an explanation of why less than three (3) bids have been secured. The title to equipment with a unit cost of \$5,000.00 or more and purchased with federal/state funds shall be vested with the U.S. Department of Labor. The title to equipment with a unit cost of less than \$5,000.00 shall be vested with the SUBRECIPIENT.

The SUBRECIPIENT or the U.S. Department of Labor shall determine the disposition of such equipment at the termination of the Contract or when

such equipment is no longer needed to fulfill the purposes of the Contract. Equipment is defined as tangible personal property, including ADP hardware and software, having a useful life of more than one year and a unit cost of \$5,000.00 or more.

- B. Any program income including service fees, sale of commodities, usage on rental fees, royalties on patents or copyrights, interest earned on grant funds, and any excess revenue earned beyond actual costs incurred for grant funded programs must be accounted for separately from all other funds and may be used only for the design and delivery of programs for grant funded participants. All programs and services to be funded from this account must be planned in conjunction with and approved by the administration of the SUBRECIPIENT. Funds in this account may be applied without regard to cost limitations as long as administrative and supportive service expenditures are in direct support of training.

This program income may be used during the remaining period of this contract or for a period of up to two years after the ending date of this contract. Funds in this account will be spent on a first in-first out basis, and any dollars remaining unspent after two years from the contract period in which it was earned will revert back to the SUBRECIPIENT.

On a monthly basis, filed with the monthly expenditure reports, the CONTRACTOR will provide a written report to the SUBRECIPIENT on the amount earned and precise expenditures related to this account.

- C. The SUBRECIPIENT requires that the CONTRACTOR be bonded at a minimum of \$100,000 or the highest advance through check or drawdown planned for the present grant year. The CONTRACTOR shall immediately notify the SUBRECIPIENT if any such bond is cancelled.
- D. The CONTRACTOR shall establish a special bank account for this program. The CONTRACTOR shall complete and forward to the SUBRECIPIENT an Agreement for Special Bank Account. The SUBRECIPIENT may waive this requirement at its discretion. GOVERNMENT AGENCIES AND PUBLIC SCHOOL DISTRICTS ARE EXEMPT FROM THIS REQUIREMENT.
- E. The CONTRACTOR assures that the services provided under this Contract are in addition to those which would be available from CONTRACTOR absent funding from the SUBRECIPIENT.
- F. Regardless of the terms and conditions of payment stated in Section V of this Contract, the CONTRACTOR shall provide reports to the SUBRECIPIENT as to actual expenditures by program activity on a

monthly basis. The program activity categories are listed in this Contract on the budget page.

- G. In cases in which any or all staff members are charged to any other contract in addition to this Contract, or among two (2) or more funding sources within this Contract, the CONTRACTOR shall submit to the SUBRECIPIENT a cost allocation plan showing how the staff charges are allocated among contracts and/or funding sources by position. This cost allocation plan must be provided within thirty (30) calendar days after signature of this Contract.
- H. All powers not explicitly vested in the CONTRACTOR remain with the SUBRECIPIENT.
- I. Monies to be received by the CONTRACTOR under this agreement are subject to state fund availability for which the SUBRECIPIENT is not liable.
- J. The CONTRACTOR shall assure that Worker's Compensation Insurance is maintained on all Work Experience (WE) participants as it applies to participants in this Contract.
- K. A request for Contract modification can be made by either party and will be subject to negotiation, if necessary. Documentation of the negotiation process and agreement reached will be maintained in the Contract file. Revisions to price to be paid will include a cost analysis if appropriate. Both parties will demonstrate their agreement to the modification with the signatures of authorized representatives on a Contract Modification form attached to the original Contract.
- L. The CONTRACTOR will have purchased liability insurance from a source other than that funding this Contract at the time of contract negotiations. In addition, the CONTRACTOR will purchase auto insurance for any leased or purchased vehicles, and insurance coverage for all equipment and contents of program operation sites, both of which may be included in the program budget.
- M. The CONTRACTOR will provide the SUBRECIPIENT with its audit upon acceptance by the CONTRACTOR governing board, and no later than nine months after the end of the applicable CONTRACTOR fiscal year.
- N. Consultant fees paid under this Contract shall be limited to \$585 per day without additional DOL Grant Officer approval.
- O. The CONTRACTOR agrees to advise the SUBRECIPIENT, in writing, of any forthcoming income resulting from lease/rental rebates or other

rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.

- P. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses or any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
- Q. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
- R. Except as specifically provided, DOL/ETA acceptance of a proposal and an award of federal funds to sponsor any program(s) does not provide a waiver of any grant requirements and/or procedures. For example, the OMB circulars require an entity's procurement procedures must require that all procurement transactions shall be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the DOL/ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.
- S. The Jobs for Veterans Act (PUB. L. 107-288) provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. Grantees are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed. Reg. 78132 on December 19, 2008. In circumstances where a grant recipient must choose between two equally qualified candidates for training, one of whom is a veteran, the Jobs for Veterans Act requires that grant recipients give the veteran priority of service by admitting him or her into the program. To obtain priority of service a veteran must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority.

- T. The CONTRACTOR agrees to comply with the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- U. Under Public Law 109-234 and Public Law 111-8, Section 111, none of the funds appropriated in Public Law 111-5 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.
- V. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

## VIII. TERMINATION

- A. This Contract may be terminated by the SUBRECIPIENT if the name of the CONTRACTOR or name of a subcontractor, manufacturer, or supplier of the CONTRACTOR, subsequently appears in the "Register of Employers Found In Contempt of Court for Failure to Correct Unfair Labor Practice", as compiled by the Michigan Department of Labor per Public Act 278 of 1980.
- B. In case of default by the CONTRACTOR, the SUBRECIPIENT may immediately cancel the Contract without further liability to the SUBRECIPIENT, its departments, agencies, and employees, and procure the articles or services from other sources, and hold the CONTRACTOR responsible for any excess costs occasioned thereby.
- C. The CONTRACTOR shall be liable to repay, from other than Federal or Contract funds, all disallowed costs under this Contract.
- D. The SUBRECIPIENT may at any time, due to performance, make changes within the general scope or funding level of this Contract. If changes in the cost of, or time required for, the performance of any part of the work under this Contract result, an equitable adjustment shall be made in the Contract amount or delivery schedule, or both, and the Contract shall be modified in writing accordingly.
- E. The SUBRECIPIENT may terminate the performance of work under the Contract in whole or in part, whenever, for any reasons, the SUBRECIPIENT shall determine that such termination is in the best interest of the SUBRECIPIENT. Any such termination shall be instituted by delivery to the CONTRACTOR of a written notice specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate for such termination and modified accordingly. It is understood that such equitable adjustment shall include, but is not limited to, all CONTRACTOR cancellation changes arising out of termination of this Contract. Payments made to recipients or recoveries by the SUBRECIPIENT will be in accordance with the legal rights and liabilities of the parties.

## IX. INDEMNIFICATION

The work performed by the CONTRACTOR shall be at the risk of the CONTRACTOR exclusively. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend (at CONTRACTOR'S sole expense) and



hold harmless the Northwest Michigan Council of Governments (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by the CONTRACTOR or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of CONTRACTOR, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Northwest Michigan Council of Governments (its officers, employees and agents), whether active or passive. CONTRACTOR shall not be obligated to indemnify and defend the Northwest Michigan Council of Governments for claims found to be due to the sole negligence or willful misconduct of the Northwest Michigan Council of Governments (including its officers, employees and agents).

CONTRACTOR'S indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Northwest Michigan Council of Governments (including its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

#### X. RECORDS AND REPORTS

- A. The CONTRACTOR shall accept and implement all management, fiscal, and participant reporting, and special records and reports required by the SUBRECIPIENT.
- B. The CONTRACTOR shall maintain such records and accounts of property, personnel, signed time sheets, and financial records, as are deemed necessary by the SUBRECIPIENT to assure a proper accounting of all Contract funds. Such records must be physically maintained with the SUBRECIPIENT'S geographic service area.
- C. The CONTRACTOR shall record all costs incurred in the discharge of this Contract as incurred, and report these costs in the manner and format prescribed by the SUBRECIPIENT and in compliance with applicable federal/state requirements.
- D. The CONTRACTOR shall retain all records pertinent to this agreement, including fiscal, statistical and participant records and supporting documents for a minimum of three years from the date the

CONTRACTOR submits its final expenditure report. The CONTRACTOR will receive notification in writing from the SUBRECIPIENT that the records are no longer needed.

- E. The CONTRACTOR shall provide access by the grantee, the SUBRECIPIENT, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR directly pertinent to this Contract in order to conduct an audit or for purposes of making examination, excerpts, and transcriptions.

## XI. RIGHTS AND USAGES OF SUBJECT DATA

- A. The term SUBJECT DATA as used herein includes research data and reports, writings, sound recordings, pictorial reproductions, drawings, software, videos, or other graphical representations and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this Contract. The term does not include financial reports, costs analysis, and similar information incidental to Contract administration.
- B. The SUBRECIPIENT may duplicate, use, and disclose in any manner and for any authorized SUBRECIPIENT activity, and have others so do, all SUBJECT DATA deliverable under this Contract. In the event that the CONTRACTOR secures a copyright, the CONTRACTOR agrees to grant to the SUBRECIPIENT, its officers, agent, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for any use by the state, its divisions, instrumentalities, and local subdivisions, all SUBJECT DATA now or hereafter covered by copyright.
- C. Ownership of copyrights on the SUBJECT DATA shall be vested in the CONTRACTOR. The CONTRACTOR may copyright the SUBJECT DATA materials when it is determined that copyrighting will be in the best interest of the CONTRACTOR and the author. The procedure shall not affect a CONTRACTOR staff member's right to make use of the contents of the SUBJECT DATA in scholarly activities in forms other than which appear in the SUBJECT DATA form, so long as the copyright is protected in such subsequent use.

## XII. PATENT RIGHTS

The SUBRECIPIENT may use any equipment, software, commodity or service that is invented or discovered and deliverable under this Contract. In the event that the CONTRACTOR secures a patent, the CONTRACTOR agrees to grant to

the SUBRECIPIENT, its officers, agent, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to utilize, and to authorize others to do so for any use by the state, its divisions, its instrumentality's, and local subdivisions all the equipment, software, commodities or services now or hereafter covered by the patent.

### XIII. ASSURANCES

- A. The CONTRACTOR assures that it will fully comply with the requirements of the enabling legislation for the programs/services outlined in the Work Statement, and all Federal and State regulations.
- B. The CONTRACTOR assures that none of its employees or officers has an interest or shall acquire any interests, direct or indirect, which could conflict or appear to conflict in any manner or degree with the performance or service required to be rendered under this Contract.
- C. The CONTRACTOR assures that participants shall not be employed in the construction, operation, or maintenance of so much of any facility which is used or to be used for sectarian instruction or as a place for religious worship.

#### D. Compliance

##### 1. Equal Employment Opportunity

In connection with the performance of work the CONTRACTOR agrees or certifies as follows:

The CONTRACTOR further agrees to institute policies and procedures to ensure the provision of effective communications with disabled individuals, including applicants, participants, applicants for employment, and employees. Methods will be established to notify the general public of the availability of auxiliary aids and services.

The Workforce Investment Act (WIA) further requires for all programs receiving financial assistance under Title I of the WIA the following assurance:

As a condition of the award of financial assistance from the United States Department of Labor under Title I of the WIA, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIA of 1998, which prohibits discrimination against all individuals in the United States on the basis of race,

color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972 as amended, which prohibits discrimination on the basis of sex in educational programs.

The CONTRACTOR also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR'S operation of the WIA Title I-financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIA Title I-financially assisted program activity. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

The CONTRACTOR assures the equitable treatment of all persons in the opportunity for employment as well as their access to and receipt of program services, without discrimination based upon race, religion, color, national origin, sex, age, height, weight, marital status, disability, arrest without conviction, or other categories protected by law. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and section for training including Apprenticeship. See:

- a. Executive Order 11246, as amended by 11375 (41 CFR parts 60-64);
- b. Rehabilitation Act of 1973, as amended, Section 503 and 504 (29 USC 793 and 794) PL 93-112;
- c. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336;
- d. The Immigration and Nationalization Act of 1986 (8 USC 1324a), PL 99-603;
- e. Age Discrimination Act of 1975, as amended (29 USC 621), PL 94-135;
- f. Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3;

- g. The Pregnancy Discrimination Act of 1975 (92 Stat 2076), PL 95-555;
  - h. The Civil Rights Act of 1964, Title VI and VII (42 USC 2000 et seq.), PL 88-352;
  - i. The Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.) PL 90-284;
  - j. Civil Rights Restoration Act of 1991 (20 USC 1686-1688, 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107) PL 100-259;
  - k. Education Amendments of 1972, Title IX, as amended (29 USC 1681), PL 92-318, PL 93-568, and PL 94-482;
  - l. Older Americans Act of 1965 as amended (47 USC 3001 and 3056 et seq.) PL 89-73;
  - m. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86;
  - n. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4218), PL 72-74;
  - o. Equal Pay Act of 1963, as amended (29 USC 206d), PL 88-38;
  - p. Privacy Act of 1974 (5 USC 522a [e][3]), PL 93-579;
  - q. Elliott Larsen-Civil Rights Act, as amended (MCLA 37.2101 et seq.), 1976, PA 456;
  - r. Whistle Blower's Protection Act (MCLA 15.361 et seq.), 1980, PA 469;
  - s. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.) PA 220 of 1976;
  - t. Federal Hatch Act (5 USC Sections 1501-1508 and 7324-7328).
2. The CONTRACTOR must comply with all applicable Federal and State laws including, but not limited to, the following:
- a. The Michigan Youth Employment Standards Act, as amended (MCLA 409.101-124), PA 90 of 1978; or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent;
  - b. Michigan Minimum Wage Law, as amended (MCLA 408.381-398), PA 154 of 1964;
  - c. Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471-583), PA 390 of 1978; and Overtime Protection (MCLA 408.477) PA 390 of 1978;
  - d. Michigan Workers' Disability Compensation Act, as amended (MCLA 418.101-941); and Administrative Rules, PA 317 of 1969;
  - e. Michigan Open Meetings Act, as amended (MCLA 15.261 e. seq.), PA 267 of 1976;
  - f. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.) PA 278 of 1980;
  - g. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094); PA 154 of 1974;

- h. Michigan Right to Know Act (MCLA 408.1014a-1014n), PA 80 of 1986;
- i. MCL 35.1093 (PA 39 of 1994), insuring delivery of effective and equitable employment services to veterans;
- j. Social Welfare Act 280, PA 1939, as amended (MCLA 400.55a and 400 56f);
- k. Title IV-F of the Social Security Act (P.L. 74-271), as amended;
- l. Michigan welfare policy provisions; PA 223 of 1995;
- m. Title IV-A of the Social Security Act (P.L. 74-271) as amended;
- n. Forty-five Code of Federal Regulations (CFR); Parts 201-257;
- o. Food Stamp Act of 1977 (P.L. 105-33) as amended;
- p. Seven Code of Federal Regulations (CFR); Parts 271, 272, 273;
- q. Workforce Investment Act of 1998;
- r. Reed Act Provisions of Title IX of the Social Security Act;
- s. Trade Adjustment Assistance Reform Act of 2002 (TAA Reform Act).
- t. Michigan Unclaimed Property Act 29 of 1995 (MCLA 567.221-265) as amended.
- u. Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in 29 CFR Part 3. [Applicable to all subcontracts for construction or repair.]
- v. Davis-Bacon Act (40 U.S.C. 176a to 176a-7) as supplemented by 20 CFR Part 5. [Applicable to all construction contracts in excess of \$2,000.]
- w. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5. [Applicable to all subcontracts in excess of \$2,500 that involve employment of mechanics or laborers and all construction contracts in excess of \$2,000.]
- x. For construction or facility improvement contracts or subcontracts in excess of \$25,000, the necessary bonding must be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 "Surety Companies Doing Business with the United State." Minimum Requirements: 1. A bid guarantee from each bidder equivalent to five percent of the bid price; 2. A performance bond on the part of the contractor for 100 percent of the contract price; 3. A payment bond on the part of the contractor for 100 percent of the contract price.
- y. Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended;
- z. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended;
- aa. 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.290 dd-3 and 290 ee-3), as amended;

- bb. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646);
- cc. National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514, 11738, 11990, and 11988;
- dd. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.);
- ee. Section 176(c) of the Clean Air Act of 1955, as amended;
- ff. Safe Drinking Water Act of 1974, as amended;
- gg. Endangered Species Act of 1973, as amended;
- hh. Wild and Scenic Rivers Act of 1968;
- ii. Section 106 of the National Historic Preservation Act of 1966, as amended, EO 11593, and Archaeological and Historic Preservation Act of 1974;
- jj. P.L. 93-348 and Laboratory Animal Welfare Act of 1966, as amended;
- kk. Lead-Based Paint Poisoning Prevention Act.

The activities conducted under this Contract shall be operated and allowable costs shall be determined in accordance with applicable Office of Management and Budget (OMB) Circulars: A-21, Cost Principles Applicable to Grants, Contracts, and Other Agreements with Educational Institutions; A-87, Cost Principles for States and Local Governments; A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations; Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements for State and Local Governments; A-122 Cost Principles for Nonprofit Organizations; 48 CFR Part 31 for For-Profit Organizations Other Than Hospitals; and any applicable STATE issued procedures, policy issuances; the Single Audit Act Amendments of 1996 and A-133 Audits of States, Local Governments, and Non-Profit Organization; the applicable program Contractor Notebook, and generally accepted accounting principles.

**APPROVING AUTHORITY**

All Exhibits contained herein are made a part of this Contract.

The foregoing provisions and attached Exhibits to this Contract have been examined by the undersigned and are approved and accepted by this signing.

CONTRACT NUMBER: YB PY11-01

AMOUNT: \$ 905,460

EXHIBITS: A, B, C, D

DATES: July 1, 2011 - June 30, 2014



\_\_\_\_\_  
Signature of Person Authorized  
to sign for the SUBRECIPIENT



\_\_\_\_\_  
Signature of Person Authorized  
to sign for the CONTRACTOR

11/8/11

\_\_\_\_\_  
Date Signed

10/17/11

\_\_\_\_\_  
Date Signed

Larry C. Inman, Chairman  
Typed Name and Title

Michael J. Hill, Superintendent  
Typed Name and Title

Northwest Michigan Council of Govts.

Traverse Bay Intermediate School Dist.

P.O. Box 506

P.O. Box 6020

Traverse City, MI 49685-0506

Traverse City, MI 49685-6020

\_\_\_\_\_  
*Name and Address of SUBRECIPIENT*

\_\_\_\_\_  
*Name and Address of CONTRACTOR*



Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, and 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Michael J. Hill, Superintendent**

Name and Title of Authorized Representative

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Signature

*Michael J. Hill*

*11/17/14*

Date

**INSTRUCTION FOR CERTIFICATION**

1. By signing and submitting this certification, the prospective primary participant is providing the assurances set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Northwest Michigan Council of Governments (NWMCOG) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when NWMCOG determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NWMCOG may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to NWMCOG if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The term "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact NWMCOG for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NWMCOG.
7. The prospective primary participant further agrees to submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the DO without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, NWMCOG may terminate this transaction for cause or default.

**CERTIFICATION REGARDING LOBBYING****Certification For Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**Michael J. Hill, Superintendent**

\_\_\_\_\_  
Name & Title of Authorized Representative

*Michael J. Hill*  
\_\_\_\_\_  
Signature

*4/17/11*  
\_\_\_\_\_  
Date

**Statement of Work**

- A. TBAISD-MW will administer the Youth Build (YB) program in two (2) locations; Wexford-Missaukee counties and Emmet-Charlevoix counties.
- B. The YB program will consist of on-site construction training, academic learning, and leadership development and community service. The curriculum will be split equally between academic instruction and occupational skills training in construction trades through hands-on work on affordable housing projects.
- C. Academic instruction will focus on remediation, GED preparation and/or high school completion with the additional goal of attaining literacy and numeracy gains. Gains in literacy and numeracy will be reported as outcomes based on pre and post-testing at set points throughout the year.
- D. Occupational skills training will include a combination of laboratory learning and on-site application while integrating academics, leadership and hands-on learning.
- E. Participants will receive training in an industry-recognized and validated curriculum, such as the National Center for Construction and Education Research (NCCER) training or the Home Builder's Institute Pre-Apprenticeship Training Certificate (HBI PACT), certification in OSHA safety curriculum, and first-aid and CPR training and certification.
- F. Leadership development and community service activities will be incorporated into the YB program.
- G. Entrepreneurial training will be available to provide participants with the information and skills required to start, grow, and maintain a small business.

- H. Students in the program will earn a training stipend for their participation and dedication to the program and their advancement.
- I. For on-site construction training, students will work side by side with local contractors on a housing redevelopment project that will serve low-income residents. On these projects students will engage in demolition, masonry, framing, insulation, plumbing, electrical, HVAC, drywall, painting, finish carpentry, siding, and roofing.
- J. All projects operating in partnership with the YB program will be compliant with all local and federal OSHA requirements and building codes.
- K. Any YB Construction Trainer will be OSHA certified and will be responsible for the documentation and resolution of any possible hazards that are discovered on the worksite or in the learning lab.
- L. All students will participate in the safety curriculum prior to working on the job site that includes hazard identification, abatement, and safe work practices. Each week a student will be assigned as the Safety Coordinator and will be tasked with assuring that all required safety equipment and etiquette are being utilized.
- M. All students will be supplied with the safety equipment necessary for the construction work they will be conducting.
- N. All YB graduates will receive on-going assistance with job development and placement through Northwest Michigan Works!
- O. All YB graduates will receive on-going assistance from the Education Coordinator and case managers for referrals for services to organizations such as community colleges and Adult Education programs.

- P. All YB graduates will receive on-going assistance from the Education Coordinator and case managers for referrals for services to organizations such as community colleges and Adult Education programs.
  
- Q. Follow-up will be conducted by case managers provided by Northwest Michigan Works! Contacts will be made at a minimum to complete post exit 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> quarter follow-ups as required under common measures.

CONTRACT BUDGET

<b><i>Personnel – wages</i></b>		
Site 1: Leadership Coordinator	\$70,700	
Site 1: Construction Trades Instructor	70700	
Site 1: Assistant Construction Trades instructor	25200	
Site 1: Academic instructor	33600	
Site 2: Leadership Coordinator	70700	
Site 2: Construction trades instructor	74260	
Site 2: Assistant Construction Trades instructor	25200	
Site 2: Academic instructor	23600	
YouthBuild Manager	84470	
<b>Sub-total – Personnel wages</b>		488430
<b>Personnel – fringe benefits</b>		156862
<b><i>Travel</i></b>		
Site 1: Vehicle use and maintenance	25640	
Site 2: Vehicle use and maintenance	25640	
<b>Sub-total Travel</b>		51280
<b><i>Supplies &amp; Materials</i></b>		
Tools, uniforms, boots, safety equipment, etc.	10000	
Office supplies	4000	
Drug testing supplies	2000	
<b>Sub-total Supplies &amp; Materials</b>		16000
<b><i>Contractual</i></b>		
Team building services (groups)	4000	
Substance abuse counseling (groups)	16000	
<b>Sub-total Contractual</b>		20000
<b><i>Other</i></b>		
Site 1 Stipends (Grant plus donations)	84444	
Site 2 Stipends (Grant plus donations)	84444	
Communications - staff	4000	
<b>Sub-total Other</b>		172888
<b><i>Total</i></b>		\$905,460