

# AGREEMENT

## Engineering Study

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, MICHIGAN, a municipal corporation, hereinafter referred to as the "City", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "Department."

**WHEREAS**, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels; and

**WHEREAS**, the City has solicited the aid and assistance of the Department in conducting \_\_\_\_\_; and

**WHEREAS**, the Department agreed to participate in the cost of a preliminary engineering study to determine the design and cost estimate for these improvements.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein, it is agreed as follows:

1. This Agreement shall be administered on behalf of the Department through its Parks and Recreation Division. All reports, documents, or actions required of the City by this Agreement shall be submitted to the Chief of the Parks and Recreation Division, P.O. Box 30257, Lansing, Michigan, 48909.

2. The Department agrees as follows:

a. To grant to the City a sum of money equal to fifty (50) percent of the total cost of a preliminary engineering study to determine the design and cost of improvements required for the \_\_\_\_\_. Said grant shall not in any event exceed \_\_\_B. (see application)\_\_\_\_\_ dollars (\$\_\_\_\_.00).

b. The monies herein granted shall be released as reimbursement according to the following:

Acceptance by the City of this Agreement, execution of an agreement between the City and a registered professional engineer as prescribed in paragraph 3b hereof, study completion and written Department approval, and receipt of payment reimbursement request.

c. As a condition precedent to any liability and/or responsibility of the Department under this Agreement, the City shall execute a contract or an agreement with a registered professional engineering firm so licensed by the State of Michigan for the conduct and completion of said preliminary engineering study, which contract or agreement shall be approved by the Department in writing.

3. The City agrees as follows:

a. To immediately appropriate the sum of \_\_\_C. (see application)\_\_\_\_\_ dollars (\$\_\_\_\_.00). This sum represents fifty (50) percent of the total cost of the preliminary engineering study called for by this Agreement. Any additional funds needed to complete this study, called for in this Agreement, shall be provided by the City.

b. To negotiate and enter into a contractual relationship with a registered professional engineer so licensed by the State of Michigan to provide for the completion of said preliminary engineering study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the Department.

c. To authorize no variances from said engineering contract nor any additional expenditures without obtaining prior written approval of the Department for each and every variance or additional expenditure.

d. To use all funds granted by the Department to this Agreement solely for the conduct and completion of the preliminary engineering study. The City shall maintain satisfactory financial accounts, documents, and records and shall make them available to the Department for auditing at reasonable times. Such accounts, documents, and records shall be retained by the City for a period of not less than three (3) years following completion of the study called for herein.

e. To designate and establish a competent and proper agency and/or individual to be responsible for the conduct and the completion of the said preliminary engineering study.

f. To hold and save the State of Michigan and the Department free from damages or any suits brought against the City due to the conduct of the study.

g. To certify to the best of its knowledge and belief that the City and any principal, agent, contractor, and subcontractor of the City:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment 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, as defined in 45 CFR 1185; 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 within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

4. It is expressly understood and agreed by and between the parties hereto that neither this Agreement, nor any section, paragraph, condition, clause, provision, or like portion hereof, shall in any way be construed so as to impose any obligation of any nature whatsoever, financial or otherwise, upon either the

Department or the City as regards the construction of facilities which shall be considered in said preliminary engineering study.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seal the day and date first above written.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF** \_\_\_\_\_

By: \_\_\_\_\_

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

**MICHIGAN DEPARTMENT OF  
NATURAL RESOURCES**

By: \_\_\_\_\_

Ronald A. Olson, Chief  
Parks and Recreation Division

# RESOLUTION

Upon Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the City of \_\_\_\_\_, \_\_\_\_\_ County, Michigan does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and the City does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate the sum of \_C. (see application)\_ dollars (\$\_\_\_\_.00), to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.
3. To negotiate and enter into a contractual relationship with a registered professional engineer so licensed by the State of Michigan to provide for the completion of said preliminary engineering study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the Department.
4. To comply with any and all terms of the said Agreement, including all terms not specifically set forth in the foregoing portions of the Resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN        )  
   ) §  
 COUNTY OF                    )

I, \_\_\_\_\_, Clerk of the City of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City Council at a meeting held \_\_\_\_\_, 2011.

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_