

FOOD SAFETY AGENCY AGREEMENT

This Food Safety Agency Agreement (this "Agreement"), effective as of the Effective Date, is made and entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Health Department ("DHD"), a Local Health Department as defined in the State of Michigan Public Health Code (MCL 333.1101 et. al., as amended, hereinafter referred to as the "Public Health Code"), and Wayne State University ("WSU"). Both DHD and WSU may each be referred to herein as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, DHD is obligated under the State of Michigan Food Law of 2000, MCL 289.1101 et. al., as amended (hereinafter referred to as the "Food Law"), and the State of Michigan Public Health Code, Act 368 of 1978, as amended (the "Public Health Code") to enforce the provisions of the Food Law, the Minimum Program Requirements ("MPR") as established by the Michigan Department of Agriculture and Rural Development (MDARD), and the applicable sections of the Detroit Municipal Code (the "Code") with respect to temporary, mobile, special transitory, and fixed food service establishments and facilities that are owned by WSU. (the "Establishments"); and

WHEREAS, DHD desires to appoint WSU as its authorized agent with respect to the above obligations, and WSU desires to accept such appointment; and

WHEREAS, DHD and WSU both desire to adhere to the provisions of the Food Law and the Public Health Code; and

WHEREAS, the Parties intend to accomplish the same by entering into this Agreement pursuant to the Food Law, MCL 289.3105, and the Public Health Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, the Parties hereby agree as follows:

- 1) DHD hereby appoints WSU as its authorized agent under the DHD food service program (as defined by the Food Law) for WSU campus Establishments listed in Appendix 1. WSU campus (the "Campus") is defined as the property owned by WSU in the City of Detroit. The campus does not include streets, sidewalks, and other right of way that are owned and maintained by the City of Detroit, Wayne County, or the State of Michigan. As DHD's agent, WSU shall be responsible for making recommendations on license applications and suspensions for the Establishments to DHD. DHD hereby delegates to WSU the authority and responsibility for the administration and enforcement of the provisions set forth in (i) the Food Law, (ii) the MPR, and (iii) all applicable provisions of the Code pertaining to food safety within the Establishments. The fixed license Establishments that are subject to this Agreement as of the Effective Date of this Agreement are listed in Appendix 1. WSU and DHD shall update this Appendix by mutual agreement as needed. Additionally, DHD hereby appoints WSU as its authorized agent for making license recommendations for temporary, mobile, and special transitory food establishments on Campus, as well as its authorized agent for inspections of and enforcement of laws and regulations of (i) the Food Law, (ii) the MPR, and (iii) all applicable

provisions of the Code that are applicable to temporary, mobile, and special transitory food establishments on Campus.

- 2) WSU shall hire personnel (the "Personnel") to enforce the Food Law and applicable sections of the Code with respect to the Establishments. The Personnel shall include at least one (1) Sanitarian, as defined by the Public Health Code, who shall be registered pursuant to the Public Health Code or the National Environmental Health Association. If, in consultation with DHD, WSU determines that an applicant possesses the sufficient education and work experience to fulfill the eligibility requirements of taking the REHS/RS or RS credentialing examination, WSU shall condition such applicant's employment on obtaining the REHS/RS or RS credential within twelve (12) months of the applicant's hire. This Sanitarian shall be certified in Serv-Safe training or another nationally recognized food service management certification course and must maintain their above certifications.
- 3) Personnel conducting food safety inspections and services, must be approved and trained by DHD standardized trainers unless they have been verified by DHD to have been trained by a local health department in Michigan in accordance with the MDARD training model. Prior to hiring, the candidate must provide training records to satisfy MPR 12 and MPR 13, or the most current standard set by the state. The training record will also be forwarded to DHD. DHD will within 6 months of the start of a new employee, conduct a minimum of three (3) standardization inspections. DHD will invite the Personnel to other training opportunities that it organizes. Verification of this training, and related training records will be provided to WSU Office of Environmental Health Services (OEHS).
- 4) WSU must notify DHD (as identified in Section 14) within two (2) business days if any position occupied by the Personnel are vacated and/or temporarily (for more than 1 calendar week), or permanently unable to work due to any reason, including but not limited to termination, resignation, illness, or injury or becoming vacant. Notice shall be sent by email and telephone. WSU must provide DHD complete information on the qualifications and identity of any new or newly assigned staff.
- 5) DHD shall provide WSU Food Service Management with food service license applications in March of each year. WSU shall return all license renewal applications and fees to DHD by April 30th of that year. The fees will include fees belonging to the State of Michigan (\$30 per license as of 2023) and costs of administrative and support services provided by DHD at a rate of two hours per food service license (\$70 per license as of December 31, 2018). DHD shall adjust such amount annually based on the Consumer Price Index and/or labor costs.
- 6) WSU may maintain its own fee schedule for its food program services. DHD shall provide WSU with any known state-mandated increases applicable to the fee schedule by February 15th of each calendar year. WSU shall provide DHD a yearly listing of fixed-food establishments operating on campus by April 30th for the upcoming year. WSU shall forward all license applications and renewals to DHD by April 30th every year. New owner applications for existing facilities should be forwarded prior to the ownership change (they should apply at least 30 days in advance per the Food Law) DHD will be notified whenever WSU adjusts its fee schedule for its food program services.
- 7) WSU's employees, servants, and agents shall not be and shall not hold themselves out as the employees, or servants of DHD. WSU's employees, servants, and agents shall not be entitled to any benefits of employees of the City of Detroit, including but not limited to health and accident insurance,

life insurance, paid vacation leave, paid sick leave, seniority, or longevity. WSU shall be responsible for paying any salaries, wages or other compensation due to its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including but not limited to income and social security taxes to the proper federal, state, and local governments. WSU shall carry workers' compensation insurance coverage for its employees as required by law and shall provide DHD with proof of said coverage.

- 8) This Agreement shall commence on the date the Detroit City Council approves this Agreement (the "Effective Date") and shall expire on June 30, 2033. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be modified by mutual consent or terminated by either WSU or DHD at any time and for any reason permitted by law upon sixty (60) days' prior written notice to the other party.
- 9) WSU's food service sanitation program shall be subject to periodic review and evaluation by representatives of DHD, who may or may not be accompanied by representatives from the Michigan Department of Agriculture and Rural Development.
- 10) WSU shall:
 - a. Maintain files on each of the Establishments from its current MDARD accreditation cycle and from its immediately preceding MDARD cycle for at least six (6) years after the expiration of this Agreement. Files required to be kept longer by the MDHHS General Schedule #7 shall be maintained for at least their outlined minimum retention period. Copies of such files shall be forwarded to DHD upon request. Such files could include files contained in an electronic record-keeping system, in addition to or instead of paper files.
 - b. Be responsible for the actions of its employees in the performance of their work under or related to this Agreement.
 - c. Forward all applications for licenses (or copies if approved by DHD) to DHD for final processing, including any supporting materials, including but not limited to Special Transitory Food Unit (STFU) operational inspections and Notices of Intent.
 - d. Inspect the Establishments in accordance with the MPR, the Code, and the Food Law. Inspection reports shall be maintained on file at WSU. The Sanitarian(s) shall electronically forward inspection results to DHD by email, or using a DHD integrated database.
 - e. Assist DHD in investigations regarding foodborne illness or poisoning. WSU shall notify the DHD Environmental Health Division in the event of foodborne illness outbreak on Campus. WSU shall participate in the DHD communicable disease surveillance program. DHD may assume any or all roles and responsibilities deemed necessary to complete an investigation of an outbreak of a foodborne illness on Campus. DHD may perform program enforcement, including office conferences, informal hearings, and formal hearings. DHD will inform WSU prior to any enforcement activity.
 - f. Ensure the Sanitarian(s) adheres to all federal, state, and local rules and regulations regarding food service establishments.
 - g. Require the Sanitarian(s) to conduct an annual self-evaluation of the food service inspection program utilizing Michigan Department of Agriculture and Rural Developments current methodology , and submit the results to DHD by December 31st of each calendar year.
- 11) Quality Assurance Inspections (QAI) may be conducted by DHD staff jointly with the Sanitarian(s),

in accordance with the DHD Quality Assurance policy or as needed to fulfill the minimum program requirements set by MDARD. Copies of any QAIs will be sent to the director of WSU OEHS.

- 12) WSU shall adhere to all federal, state, and local laws, ordinances, rules and regulations prohibiting discrimination with regard to employees and applicants for employment, including but not limited to the following:
 - a. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
 - b. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
 - c. Section 504 of the Federal Rehabilitation Act of 1973 1 P.L. 93-112, 87 Stat 3551, as amended, and rules adopted thereunder.
 - d. Chapter 23 of the Detroit City Code.
- 13) DHD and WSU will each, in performing their obligations set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, status, gender, sex, sexual orientation, gender identity or expression, or any other protected classification, in accordance with the applicable provisions of the Code, and other Applicable Laws (as defined below in Section 22).
- 14) Written notice to DHD must be sent electronically via email or fax to the DHD Environmental Health Manager, and the designated DHD Environmental Health Specialist(s) II/III at:

Detroit Health Department
Environmental Health Division
100 Mack Ave., Ste 311
Detroit, MI 48201
Withingtons@detroitmi.gov
johnsons@detroitmi.gov
woodsta@detroitmi.gov
Phone: (313) 876-0135
Fax: (313) 877-9262

With a copy to:

City of Detroit
Law Department
2 Woodward Avenue, Suite #500
Detroit, Michigan 48226
Attn: Corporation Counsel/TED

Written notice to WSU must be sent electronically via email or fax to the director of WSU OEHS at:

Office of Environmental Health and Safety
Wayne State University

5425 Woodward Ave, Suite 300
Detroit, MI 48202
OEHS@wayne.edu
Phone: (313)577-1200
Fax: (313)993-4079

In the event of foodborne disease or poisoning as set forth in Section 10 notice shall immediately be sent by email and phone to the following:

Detroit Health Department
withingtons@detroitmi.gov
thomasr@detroitmi.gov
Darsheen.Sheth@detroitmi.gov
Phone: (313) 876-0135
Fax: (313) 877-9262

Either party may designate a different contact by giving notice of that change to the other party in accordance with this paragraph.

- 15) WSU shall provide DHD with two primary 24-hour emergency contacts for the organizational entities where persons in charge of essential services may be reached in case of emergency. This list is to be kept current and updated as needed. WSU shall participate in and promote emergency response planning for the Establishments and participate in other preparedness activities consistent with the food safety scope of this Agreement.

WSU shall contact the following DHD staff for emergencies:

Scott F. Withington, Environmental Health Manager
Cell: (313) 580-2349
Office: (313) 876-0135
withingtons@detroitmi.gov

Taija Woods, Environmental Health Specialist III
Cell: (313) 701-6924
woodsta@detroitmi.gov

DHD shall contact the following WSU staff for emergencies:

Jeannie Liu, Environmental Health Specialist
Office: (313)577-1373
Cell: (248)719-5317
eb7334@wayne.edu

Richard Harrison, Associate Director, Environmental Compliance
Office: (313)993-7678
Cell: (313) 510-5916

ak5143@wayne.edu

Jason Gizicki, Director, OEHS

Office: (313)993-7679

Cell: (248) 421-4547

ao0176@wayne.edu

- 16) If, for any reason, WSU or DHD fail to fulfill in a timely and diligent manner any obligation under this Agreement, or if WSU or DHD violate any of the covenants contained herein, the non-defaulting party shall thereupon have the right to terminate this Agreement by giving thirty (30) days advance written notice to the defaulting party. In such event, copies of all documents, data, studies, completed or uncompleted reports prepared by WSU or DHD shall be transmitted to the other party.
- 17) In the event the Sanitarian(s) is unable to perform the duties required under this Agreement, WSU shall immediately notify DHD and DHD and WSU shall mutually agree on how WSU should continue to perform the required duties.
- 18) DHD shall make itself available to WSU for consultation regarding enforcement of the Food Law and Food Code. DHD shall provide one-on-one training to the Sanitarian(s), if necessary. Any costs from non-DHD educational training courses attended by the Sanitarian(s) shall be borne by WSU.
- 19) At a minimum, WSU, through its registered Sanitarian(s), shall offer one (1) food manager training course per year for Campus-wide food managers. WSU may allow off-campus food managers to enroll in the course at a fee determined and retained by WSU. The Sanitarian(s) conducting the training session shall be certified through Serv-Safe or another nationally recognized food service management certification course.
- 20) (a) WSU will notify DHD whenever WSU receives an application for approval of plans and specifications from a license holder or license applicant pertaining to proposed new construction or remodeling of Campus food establishments. WSU will perform a preliminary review of the plans and specifications. After completing that review and determining that the plans and specifications are complete and adequate, WSU will submit the complete plan review materials (including relevant scaled plans and equipment specifications) along with its recommendation to DHD for its review and approval.
 - (b) The plan review and related activities are governed by the Food Law, and pursuant to the Food Law and for the purposes of this Agreement, DHD shall continue to be considered the "director".
 - (c) Pursuant to the Food Law, DHD, as "director", shall review the plans and specifications received from WSU as soon as practicable after receipt to determine their completeness and adequacy. If such submission is not reviewed within 30 business days of DHD's receipt, the plans and specifications shall be considered to have been determined to be complete and adequate.
 - (d) The Food Law provides for certain interactions between the "director" and the license holder or license applicant during and after the review process. With respect to such interactions between DHD as "director" and the license holder or applicant, WSU may serve as the intermediary between them

unless another mode of communication is requested by DHD, WSU, or the license holder or applicant in a particular case. By way of illustration only, if DHD determines that the plans and specifications are incomplete, DHD should send notification of such determination to WSU rather than to the license holder, and WSU should transmit the license holder's response to DHD.

(e) Final review or any subsequent feedback/consultation/follow-up by DHD shall not incur fees for WSU or the license holder or applicant, excepting penalty fees charged against the license holder or applicant related to the plan review process. For example, without limitation, penalty fees for illegal construction.

- 21) WSU shall adhere to the Food Law, all applicable sections of the Code, and the MPR, which are incorporated by reference into this Agreement.
- 22) In performing the services to be conducted under this Agreement, WSU shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations (the "Applicable Laws").
- 23) No failure or delay on the part of either party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any other right, power or privilege hereunder operate as a waiver thereof.
- 24) Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both DHD and WSU.
- 25) WSU shall not subcontract portions or the entirety of the work to be performed under this Agreement.
- 26) This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any parties hereto.
- 27) If any provision of this Agreement is held invalid, it shall be considered deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have been terminated as of the date in which the provision was declared invalid.
- 28) This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The parties agree, consent and submit to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in or the State of Michigan, for any action arising out of this Agreement. WSU agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 29) The persons signing on behalf of the parties to this Agreement hereby certify their signatures that they are duly authorized to sign this Agreement on behalf of the parties hereto and that this Agreement has been authorized by the parties hereto.

30) This Agreement may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Agreement.

[Remainder of page intentionally left blank]

Appendix 1 (List of Fixed Food Licenses on Campus)

Note: The below Campus fixed food licenses are listed by their fixed license number, with their current facility name as of the 2023-2024 licensing year in parentheses.

1. SFE5182032636 Matthaei-Athletic Dept
2. SFE5182037124 Merrill-Palmer Inst
3. SFE5182076182 McGregor Memorial Conference Center
4. SFE5182076186 Gold n Greens
5. SFE5182076189 Subway
6. SFE5182076190 Starbucks Williams Mall
7. SFE5182076191 Towers Café
8. SFE5182080595 Starbucks Student Center
9. SFE5182080596 Taco Bell
10. SFE5182080597 Tender Loves Chicken
11. SFE5182080598 Panda Express
12. SFE5182083387 Barnes & Noble College Bookstore #740
13. SFE5182083389 Delite Café
14. SFE5182237138 Jimmy Johns #245
15. SFE5182237140 Shields Detroit LLC
16. SFE5182248722 Fourteen East
17. SFE5182250234 Beyond Juice Wayne State
18. SFE5182250985 Leo's Coney Island
19. SFE5182251285 Quickly
20. SFE5182259532 Centerplate at Wayne State University
21. SFE5182263226 The Grind
22. SFE5182263228 Mad Anthony's
23. SFE5182263230 Basketball Arena Concessions
24. SFE5182266908 Uncle Joe's Chicken
25. SFE5182353582 Mezcal 2 LLC
26. SFE5812263227 Sushi Kabar
27. SFE5812263229 Insomnia Cookies