



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
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June 27, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the Michigan Mobility Fellows Program

The Community Economic Development Association of Michigan (CEDAM) has awarded the City of Detroit Office of Mobility Innovation with the Michigan Mobility Fellows Program valued at \$65,000.00. The funder share is \$65,000.00 of the approved amount, and there is a required cash match of \$10,000.00. This is a non-cash award that will provide the services of a Mobility fellow for the Office of Mobility Innovation. The fellow will be paid a total of \$75,000.00 by CEDAM and will report to City of Detroit staff.

The objective of the award is to provide a fellow that will support the implementation of the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant and other mobility initiatives to improve transportation in the City of Detroit. The match funding to support the fellowship will be provided by the SMART Grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21412, with the match amount coming from appropriation number 21295.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Janani Yates
35BB8D3AC96D4D5...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Office of Mobility Innovation is requesting authorization to accept an award from the Community Economic Development Association of Michigan (CEDAM), valued at \$65,000.00, to provide a fellow that will support the implementation of the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant and other mobility initiatives to improve transportation in the City of Detroit; and

WHEREAS, this is a non-cash award, and the required cash match to support the fellow, in the amount of \$10,000.00, will be provided by the existing SMART Grant; and CEDAM will pay the salary of the fellow who will report to City of Detroit staff; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21412, which will be a non-cash appropriation, in the amount of \$65,000.00; and

BE IT FURTHER RESOLVED, that the Office of Mobility Innovation is authorized to use appropriation 21295 for the cash match requirement for the Michigan Mobility Fellows Program.

The Community Economic Development Association of Michigan (CEDAM)

AGREEMENT FOR PROFESSIONAL SERVICES

For

Hosting a Michigan Mobility Fellow

Memorandum of Understanding

THIS AGREEMENT, made and entered into as of the 6th day of June 2024, by and between CEDAM (hereinafter referred to as "CEDAM") and City of Detroit (hereinafter referred to as the "Host").

WITNESSETH THAT

The aforementioned parties mutually agree as follows:

1. **Host Duties.** The Host shall, in a satisfactory and proper manner, as determined by CEDAM, perform any and all of the duties enumerated on the attached **Exhibit I**, with changes to be mutually agreed upon in writing between CEDAM and the Host.
2. **Host Fellow Value.** The Host shall receive a Mobility Fellow to support the City of Detroit Office of Mobility work under the supervision of staff and meet its strategic mobility innovation goals. The fellow will be paid by CEDAM, but will report to the Host staff. The amount the fellow will be paid by CEDAM, less the Host Contribution outlined in Section 7 below is **\$65,000**. The salary for the fellow will be \$75,000 total.
3. **Term.** This Agreement shall cover work performed by the Host during the following fifteen-month period: **October 14, 2024 – December 31, 2025**.
4. **Oversight.** CEDAM shall supervise the Host during the performance of this contract with respect to the managerial responsibilities, services, and deliverables as defined herein and has authority to execute this contract and/or its written modifications or additions with pre-approval from all parties.
5. **Recordkeeping.** The Host shall maintain such records as are deemed necessary by CEDAM to assure proper account for all engagement costs. These records will be made available upon demand by CEDAM for audit or inspection purposes and will be retained for at least three years after the expiration of this Agreement.
6. **Fellow Local Supervisor.** The Host hereby represents that the personnel it will assign to perform the services under this contract will be only Tony Geara, and that the selected personnel possesses the requisite education, competence, and experience to perform such services.
7. **Contribution.** To host a fellow through CEDAM's Michigan Mobility Fellowship, host communities must contribute an amount of **\$10,000**, due June 28, 2024. If the payment is not made by the stated deadline, CEDAM reserves the right to assign the allocated position to another host community. CEDAM will not refund host community contributions for any reason.
8. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
9. **Termination.** This Agreement may be terminated with 30 days' written notice at any time either by CEDAM or the Host. CEDAM may terminate this Agreement with less than 30 days' notice in the event the fellow resigns his or her position or is terminated, in the event the Host fails to pay its contribution set forth in

Paragraph 6, or in the event the Host fails to perform services pursuant to this agreement to the satisfaction of CEDAM. In that case, CEDAM shall notify the Host of specific concerns to be remedied by the Host within 10 business days from the date of notification. After the 10 days have expired, CEDAM may terminate the contract with written notification to the Host if the Host does not remedy the outlined concerns to the satisfaction of CEDAM, or CEDAM shall provide the Host with a letter stating that the items have been remedied to their satisfaction. The Host shall be compensated hereunder for services CEDAM deems satisfactorily performed prior to the date of termination.

10. **Binding**. This Agreement shall be binding upon the parties hereto, their successors, and assigns.
11. **Governing Law**. This Agreement is construed under and governed by the laws of the State of Michigan. The parties consent to the jurisdiction of and venue in the 30th Judicial Circuit Court, Michigan, and/or the United States District Court for the Eastern District of Michigan for any action brought to enforce the terms of this Agreement or to collect any monies due under it.
12. **Waiver**. A waiver by CEDAM of a breach of any provision of this Agreement shall not operate or be construed as a waiver or estoppel of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of CEDAM.
13. **Severability**. If any provision of this Agreement (or application of such provision) is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed to be modified in a manner consistent with the intent of such original provision so as to make it valid and enforceable in this Agreement, and the application of such provision to persons or circumstances other than those with response to which it would be invalid or unenforceable shall not be affected thereby. In addition, all other provisions of this Agreement not invalid or unenforceable shall remain in full force and effect.
14. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto and supersedes and cancels any prior agreements, representations, or communications whether oral or written, relating to the subject matter contained in this Agreement. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an agreement in writing signed by both parties.
15. **Appropriate Notice**. Notice as contemplated by this Agreement must be made in writing.
16. **Interpretation**. The headings contained in this Agreement are for reference purposes only and have no effect on the meaning or interpretation of any provision of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.
17. **Counterparts**. The parties may execute this Agreement in two or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same agreement. The parties may deliver executed signature pages to this Agreement by facsimile or e-mail transmission. No party shall raise (a) the use of facsimile or e-mail transmission to deliver a signature or (b) the fact that any signature or agreement or instrument was signed and subsequently transmitted or communicated through

the use of a facsimile or e-mail transmission as a defense to the formation or enforceability of a contract and the parties forever waive any such defense.

IN WITNESS WHEREOF, CEDAM and the Host have executed this Agreement as of the date first above written.

COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF MICHIGAN

Luke Forrest, Executive Director

Date

CITY OF DETROIT

Tony Geara, Deputy Chief of Mobility Innovation

Date

EXHIBIT I
Scope of Work

1. The Community Economic Development Association of Michigan will:
 - a. Be the employer of the fellow, and administer fellow compensation, including funding for travel and professional development required by CEDAM.
 - b. Provide high level supervision of fellow and their work plan progress.
 - c. Work collaboratively with communities to:
 - i. Develop fellow recruitment materials and applications
 - ii. Ensure that appropriate and qualified candidates are placed in communities
 - iii. Oversee development of fellowship training materials
 - iv. Provide guidance and support to fellows, as well as address issues that may arise with fellow's participation in the program
 - v. Develop a work plan that outlines the fellow's scope of work over the 15-month fellowship period
 - vi. Monitor systems for tracking outcomes and impact of fellow activities and ensure contract compliance
 - vii. Coordinate feedback process for both communities and fellows
 - d. Develop public relation strategies for highlighting fellowship successes.
 - e. Monitor program and grant budgets and ensure that fellows are meeting program goals.
2. The Host will:
 - a. Comply with any and all CEDAM Policies & Procedures pertaining to its Fellow's status as a CEDAM employee.
 - b. Identify a point person who will serve as a local supervisor to provide day-to-day support and mentorship for the fellow.
 - c. Recruit, screen, and interview fellow candidates.
 - d. Submit final candidate selections to CEDAM. CEDAM will assist with candidate recruitment, participate in final in-person interviews and approve the final selection.
 - e. Introduce the fellow to community stakeholders critical to advancing community development goals and fellow work plan.
 - f. Provide adequate working space in a local office.
 - g. Schedule weekly meetings with the fellow to discuss progress towards work plan goals and offer guidance.
 - h. Approve fellow time sheets.
 - i. Document any performance or behavior issues and immediately report them to CEDAM.

3. Joint Responsibilities

- a. Provide adequate support and guidance for fellows to understand and successfully complete projects on their work plan.
- b. Make every reasonable effort to ensure that the health and safety of the fellow are protected during the performance of their assigned duties. Neither the Host nor CEDAM shall assign or require fellows to perform duties that would jeopardize their safety or cause them to sustain injuries.
- c. Ensure that the selected fellow is not related by blood or marriage to Host staff, CEDAM staff, officers, or members of CEDAM's board.
- d. Contribute to a positive fellowship experience.
- e. Utilize mediation for conflicts, if necessary.