

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 Fax 313•224•0542 www.detroitmi.gov

January 27, 2025

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

## **RE: Request to Accept the Redevelopment Ready Communities Fellow Grant**

The Community Economic Development Association of Michigan (CEDAM) has awarded the Mayor's Office - Jobs and Economy Team (JET) with the Redevelopment Ready Communities Fellow Grant, valued at \$109,975.00. There is a \$10,000.00 cash match requirement for this noncash grant.

The objective of the grant is to provide a full-time fellow for 15 months to the Jobs and Economy Team. The fellow will be utilized to increase local collaboration and remove barriers to development within the local Detroit community through a variety of projects.

If approval is granted to accept this noncash grant, a cash match will be provided from appropriation 27360.

I respectfully ask your approval to accept this noncash grant in accordance with the attached resolution.

Sincerely,

DocuSigned by: Terri Daniels

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Terri Daniels
Director of Grants, Office of Development and Grants

Signed by: 17E14C346551467

Office of Budget

CC: Sajjiah Parker, Assistant Director, Grants



# RESOLUTION

Council Member\_\_\_\_\_

**WHEREAS**, the Mayor's Office - Jobs and Economy Team (JET) is requesting authorization to accept a noncash grant, from the Community Economic Development Association of Michigan (CEDAM), valued at \$109,975.00, to provide a full-time fellow for 15 months to the Jobs and Economy Team; 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 grant agreement on behalf of the City of Detroit, and

**THEREFORE, BE IT RESOLVED,** that the Mayor's Office, - Jobs and Economy Team (JET) is hereby authorized to accept a noncash grant from the Community Economic Development Association of Michigan (CEDAM), valued at \$109,975.00, with a cash match totaling \$10,000.00, coming from Appropriation 27360.

## The Community Economic Development Association of Michigan (CEDAM)

## **GRANT AGREEMENT**

#### For

### Hosting of a Community Development Fellow

THIS GRANT AGREEMENT, made and entered into by and between the Community Economic Development Association of Michigan, a Michigan nonprofit corporation ("**CEDAM**") and the City of Detroit, a Michigan municipal corporation ("**Host Community**").

#### WITNESSETH THAT

The aforementioned parties mutually agree as follows:

- 1. <u>**Grant of Services.**</u> CEDAM grants to the Host Community the services of a Community Development Fellow ("**Fellow**"), subject to the terms set forth in this Agreement. CEDAM estimates that the Fellow's services for the term of this Agreement can reasonably be valued at Seventy Thousand, Three Hundred and Twenty-Five Dollars (\$70,325) annually.
- 2. <u>Community Development Fellow.</u> The Fellow is, and will remain for the term of this Agreement, an employee of CEDAM, subject to an employment agreement between CEDAM and the Fellow. The Host Community and the Fellow will not have any direct employment or contractual relationship, or any other relationship except as described in this Agreement. The Fellow will be subject to day-to-day management and supervision by the Host Community, subject to CEDAM's oversight, under the standard procedures and protocols that the Host Community would apply to its employees working in comparable capacities. The Fellow will maintain reasonable confidentiality as to the matters they are assigned to work on, as would be expected of the Host Community's employees working in comparable capacities.
- 3. <u>Host Community Duties</u>. The Host Community 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 Community.
- 4. <u>Term</u>. This Agreement shall cover the following fifteen-month period: January 22, 2025 April 22, 2026.
- 5. **Oversight.** CEDAM shall coordinate with the Host Community during the term of this Agreement with respect to the Host Community's managerial responsibilities, the Fellow's services, and all deliverables due under this Agreement.
- 6. <u>**Recordkeeping.**</u> The Host Community will maintain such records as are reasonably deemed necessary by CEDAM to assure proper account for all engagement costs. CEDAM will identify specific types of records for the Host Community to maintain prior to the beginning of the term of this Agreement, or as promptly thereafter as feasible. The Host Community will make such records will be made available upon request by CEDAM for audit or inspection purposes and will retain such records for at least three years after the expiration of this Agreement.

- 7. **Fellow Point of Contact.** The Host Community will assign Jugad Mattu, or in her absence alternative personnel of comparable position, to discharge its duties under this Agreement. The Host Community represents that Jugad Mattu and all other selected personnel possess the requisite education, competence, and experience to discharge such duties.
- 8. **Contribution.** To defray the costs of CEDAM's grant of the Fellow's services, the Host Community will provide matching funds, in an amount of \$10,000, due 30 days after receipt of CEDAM's invoice. If the payment is not timely made, CEDAM reserves the right to assign the Fellow to another host community. In providing these matching funds, the Host Community may in its sole discretion utilize funds from federal, state, or other third-party sources, such as but not necessarily federal funds available under the American Rescue Plan Act of 2021, which may be subject to various restrictions or other requirements under applicable laws, regulations, orders and other rules ("Applicable Laws"). The Host Community may utilize any such funds for matching purposes only in compliance with Applicable Laws, and CEDAM will cooperate to ensure such compliance as the Host Community may reasonably direct. CEDAM will not refund the Host Community's matching funds for any reason, except as required by Applicable Laws.
- 9. **<u>Assignment</u>**. This Agreement may not be assigned by either party without prior written consent of the other party.
- 10. <u>Termination</u>. This Agreement may be terminated with 60 days' written notice at any time either by CEDAM or the Host Community. CEDAM may terminate this Agreement with less than 60 days' notice in the event the Fellow resigns their position or is terminated, in the event the Community fails to timely pay the matching funds, or in the event the Host Community fails to discharge its duties pursuant to this Agreement to the reasonable satisfaction of CEDAM. If the Host Community of specific concerns to be remedied by the Host Community 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 reasonable satisfaction of CEDAM, or CEDAM, or CEDAM shall provide the Community with a letter stating that the items have been remedied to their satisfaction.
- 11. <u>**Binding**</u>. This Agreement shall be binding upon the parties hereto, their successors, and assigns.
- 12. **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 state courts of Michigan, and the United States District Court for the Eastern District of Michigan, as applicable, for any action brought to enforce the terms of this Agreement or to collect any monies due under it.
- 13. <u>Waiver</u>. A waiver by either party 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 by either party shall be valid unless in writing and signed by an authorized representative of a party.
- 14. **Severability**. If any provision of this Agreement 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. In addition, all other provisions of this Agreement not invalid or unenforceable shall remain in full force and effect.

- 15. <u>Entire Agreement</u>. 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.
- 16. **Appropriate Notice**. Notice as contemplated by this Agreement must be made in writing.
- 17. <u>Interpretation</u>. 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.
- 18. <u>Counterparts</u>. 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 Community have executed this Agreement as of the date first above written.

## COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF MICHIGAN

Charlotte Smith, Interim Executive Director

Date

CITY OF DETROIT

Brittney Hoszkiw, Deputy Director Economic Development

Date

### EXHIBIT I Scope of Work

- 1. The Community Economic Development Association of Michigan will:
  - a. 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. Implement an evaluation plan congruent with the objectives outlined in the grant
    - vi. Monitor systems for tracking outcomes and impact of fellow activities and ensure contract compliance
    - vii. Coordinate feedback process for both communities and fellows
  - b. Develop public relation strategies for highlighting fellowship successes.
  - c. Monitor program and grant budgets and ensure that fellows are meeting program goals.
  - d. Administer fellow compensation, including funding for travel and professional development required by CEDAM.
- 2. The Host Community 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 and mentor for the fellow and as a liaison for CEDAM.
  - c. Attend any required meetings, webinars, or trainings for the identified host communities.
  - d. Participate in site visits, virtual or in-person, as scheduled by CEDAM.
  - e. Recruit, screen, and interview fellow candidates.
  - f. Submit final candidate selection to CEDAM. CEDAM will assist with candidate recruitment, participate in final in-person interviews and approve the final selection.
  - g. Introduce the fellow to community stakeholders critical to advancing community development goals and fellow work plan.
  - h. If available, provide adequate working space in a local office.
  - i. Schedule bi-weekly meetings with the fellow to discuss progress towards work plan goals and offer guidance.
  - j. Document any performance or behavior issues and immediately report them to CEDAM.

- 3. Joint Responsibilities
  - a. 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 Community nor CEDAM shall assign or require fellows to perform duties that would jeopardize their safety or cause them to sustain injuries.
  - b. Ensure that the selected fellow is not related by blood or marriage to Community staff, CEDAM staff, officers, or members of CEDAM's board.
  - c. Contribute to a positive fellowship experience.
  - d. Utilize mediation for conflicts, if necessary.