

H&RD#
CPA#
SPO #

Table of Contents

Wayne Metropolitan Community Action Agency

SECTION:

1. Engagement of Subrecipient	Page 3
2. Scope of Services, Outreach Plan, Program Policies & Procedures	Page 3
3. Term of Performance	Page 5
4. Personnel and Administration	Page 5
5. Compensation and Interest Deposits	Page 7
6. Method of Payment and Uses of Funds	Page 8
7. Procurement	Page 11
8. Audits, Monitoring, Record Keeping, Tracking and Reports	Page 12
9. Compliance with Federal and Local, Laws, Rules, and Security Regulations	Page 14
10. Fair Employment Practices, Non-Discrimination Requirements and Denial of Services	Page 20
11. Conflict of Interest	Page 21
12. Indemnity and Damages	
13. Insurance	Page 23
14. Termination and Reversion of Assets	Page 25
15. Procedures for Filing an Appeal	Page 28
16. Assignment, Contracting or Subcontracting	Page 29
17. Amendments and Budget Modifications	Page 31
18. Confidentiality	Page 32
19. Hiring Policy	Page 33
20. Office of Inspector General	Page 33
21. Notices	Page 35
22. Miscellaneous	Page 36

EXHIBITS:

A – Scope of Services
B – Budget
C – Statement of Political Contribution
D – Payments/Reimbursement Procedures and Requirements
E – Reporting Requirements
F – Duplication of Benefit
G – Conflict of Interest
H – Certification Regarding Lobbying
I – COVID & ARPA Federal Requirements
J – Payroll Register Instructions & Payroll Register (H-1 Sample)
K – Check Register (Sample)
L – Budgetary Status Report (Sample)
M – Long Distance Telephone Call Reimbursement Form (Sample)
N – Private Care Mileage Report (Sample)
O – Time Distribution Summary

OTHER REQUIRED DOCUMENTS:

- Slavery Era Affidavit
- Certificate of Affidavit of Political Contributions
- Hiring Policy Affidavit
- Covenant of Equal Opportunity
- Income Tax Clearance Form
- Accounts Receivable Clearance Application
- Certificate of Liability Insurance Form
- Vital Information Form
- Organization Employment Application (Sample)

**CITY OF DETROIT
AMERICAN RESCUE PLAN ACT – NEIGHBORHOOD BEAUTIFICATION
PROGRAM
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is entered by and between the City of Detroit (“City”), a Michigan municipal corporation acting by and through the Housing and Revitalization Department (“Department”) and Wayne Metropolitan Community Action Agency, a Michigan nonprofit corporation (the “Subrecipient”), with an office at 7310 Woodward Ave, Detroit, MI 48202.

WITNESSETH:

WHEREAS, the City created the Neighborhood Improvement Fund (NIF) on July 10, 2017 pursuant to the City Council resolution, “Resolution in Support of Neighborhood Improvement Fund”, and;

WHEREAS, the NIF seeks to improve the quality of life of all City residents in part by providing new recreational opportunities, and;

WHEREAS, the City desires to improve City-owned property for an identified public purpose, and;

WHEREAS, the City has also committed Coronavirus Fiscal Recovery Funds (“CFR Funds”) awarded under the American Rescue Plan Act of 2021 (“ARPA”), (Public Law 117-2, March 11, 2021) from the U.S. Department of Treasury (“Treasury”) for this project under a separate agreement, and;

WHEREAS, and the City has selected the Subrecipient to provide the services set forth in the attached Exhibit A, Scope of Services (herein called the “Services”), and the Subrecipient represents that it is authorized and capable of performing the Services, and;

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. ENGAGEMENT OF SUBRECIPIENT

1.01 The City hereby engages the Subrecipient and the Subrecipient hereby agrees to perform the Services in accordance with the terms and conditions of this Agreement, including Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O attached hereto and made a part hereof.

2. SCOPE OF SERVICES, OUTREACH PLAN, PROGRAM POLICIES & PROCEDURES

2.01 The Subrecipient shall perform in a satisfactory and proper manner, as determined within the sole discretion of the City, the Services as described in Exhibit A. Services specifically related to ARPA funding are excluded from this Agreement. In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, or the quality of performance required under this Agreement, the reasonable interpretation and determination of the City shall govern.

2.02 The Services shall be performed at such locations as are appropriate to the proper performance of the Services.

2.03 The Services shall be undertaken in such sequence as directed by the City to assure their proper and expeditious completion in light of the objectives of this Agreement.

2.04 The Services shall include conferences and consultations deemed necessary by the City to ensure that the Subrecipient properly and fully perform the Services under this Agreement.

2.05 The Subrecipient shall use its best efforts and devote such skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the Services during the term of this Agreement.

2.06 The Subrecipient shall obtain and maintain, at its sole and expenses, all required license, registration, accreditation, permits and approvals as may be required by law for its operation and the performance of Services under this Agreement. The Subrecipient shall ensure that its employees and subcontractors shall also maintain all required license, registrations, accreditations, permits and approvals as may be required by law for the performance of Services hereunder. Such licensing requirements include obtaining a City business license from the Building and Safety, Engineering and Environmental Department, as applicable.

2.07 The Subrecipient shall, notwithstanding the language in Section 2,01, only use funds provided under this Agreement for the activities identified herein as permitted by the American Rescue Plan Act, (Subtitle M of Title IX of Pub. L. 117-2) which amends title VI of the Social Security Act (42 U.S.C. 801) (collectively referred to as "ARPA"), and related United States Department of Treasury regulations found at 31 CFR part 35.

3. TERM OF PERFORMANCE

A. Term of Performance.

3.01 The term of performance under this Agreement shall be April 15, 2022, through December 31, 2024, unless otherwise extended or terminated as provided herein.

B. Effective Date.

3.02 This Agreement shall become effective upon (1) the approval by City Council, and (2) execution by the Chief Procurement Officer of the City of Detroit. The Subrecipient shall have no authority to start work, no payments shall be authorized by the Office of Chief Financial Officer of the City of Detroit, nor shall the City be liable for reimbursement for any materials or services purchased, or payment for any costs incurred by the Subrecipient, or any Services rendered by the Subrecipient, until the requirements of this Section have been satisfied.

C. Extension of Time.

3.03 The Subrecipient may request a time extension. Such request shall be made ninety (90) days prior to the expiration date of this Agreement, and subject to the City's determination that conditions warrant an extension beyond the expiration date. Any time extension shall be considered a request to amend this Agreement, and subject to Article 17, Amendments and Budgets Modifications. In no event shall such change result in an increase in the compensation hereunder. Further, all services provided hereunder shall be completed by the termination date of this Agreement, or if extended, no later than December 31, 2024.

D. Reimbursement for Prior Expenses

3.04 After the Agreement has become effective, the City may make payments to Subrecipient for eligible Services rendered, including Services that were performed prior to the effective date of this Agreement as approved by the Department and allowed by ARPA. However, no payments shall be authorized by the Office of Chief Financial Officer of the City of Detroit, nor shall the City be liable for reimbursement for any materials or services purchased, or payment of any cost incurred by the Subrecipient, or any Services rendered by the Subrecipient unless and until the requirements of Section 3.02 have been satisfied.

4. PERSONNEL AND ADMINISTRATION

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Subrecipient warrants that all Subrecipient personnel assigned to the performance of the Services ("Employees"), or any other consultants, agents or subcontractors engaged by the Subrecipient to perform the Services ("Subcontractors") are fully qualified and authorized to work and perform the Services under Federal, State, and local laws, rules, and regulations.

4.02 The City shall have the right of prior approval of all Subcontractors. Each Employee and Subcontractor employed by the Subrecipient in the performance of this Agreement shall devote such time, attention, skill, knowledge, and ability as is necessary to most effectively and efficiently perform the Services to conform to the highest practices in the industry.

The City may, within its sole discretion, and upon such terms and conditions as it deems appropriate, assign qualified City employees to work with the Subrecipient in completing the Services when good and sufficient cause exists to do so and when it is not inconsistent with the terms of this Agreement. It is expressly understood and agreed by the parties hereto that the Subrecipient shall be primarily and ultimately responsible to the City for the proper and expedient completion of the Services and assumes all liability and holds the City harmless for such performance by City personnel, when such performance is pursuant to the request of the Subrecipient.

Notwithstanding the above, the Subrecipient shall reimburse the City for the cost and expense of the City personnel, including but not limited to, the wages paid, proper allowance for vacation, sick time and the City's contribution to the pension system, and the City's cost or expense for compensation, insurance or benefits when such assistance is given at the Subrecipient's request. All costs to the Subrecipient of the expenses described herein for City employees assigned to work with the Subrecipient shall not be eligible for reimbursement by the City to the Subrecipient. City personnel shall not be deemed to be performing services or giving assistance at the request of the Subrecipient unless such request is in writing and signed by the Subrecipient and unless such services are not of a character normally performed by City personnel when the City is not a contracting party (e.g., services of building inspectors, even if requested in writing signed by the Subrecipient, would not be deemed to be at the request of the Subrecipient for purposes of this Section).

4.03 The relationship of the Subrecipient to the City is that of an independent contractor and neither party to this Agreement shall claim any liability benefits, such as worker's compensation, pension rights or liabilities arising out of or related to a contract for hire or employer/employee relationship, and no such liabilities or benefits shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. No relationship other than that of independent contractor shall be implied between the parties or either party's agent or employee and the Subrecipient hereby agrees to hold the City harmless from any such claim and any costs or expenses related thereto.

4.04 In all cases in which an Employee or Subcontractor must be replaced, for any reason, the Subrecipient shall supply an acceptable replacement to the City as soon as possible. Except where the Employee or Subcontractor was withdrawn pursuant to a written request by the City, the Subrecipient shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation.

4.05 All work to be perform and the Services hereunder shall be coordinated by a project coordinator, duly designated by the Subrecipient and acceptable to the City ("Project

Coordinator”), who shall in addition to his or her other duties, act as liaison between the Subrecipient and the City.

The Project Coordinator shall arrange the time schedule related to delivery of services, and shall monitor performance, except that all requirements as to the time schedule, as set forth in this Agreement shall be adhered to by the Subrecipient. The Project Coordinator or his or her designated assistant shall meet regularly with representatives of the City to discuss progress made and any problems which may have arisen.

4.06 The Project Coordinator shall inform the City as soon as the following conditions become known:

- a. Problems, delays, or adverse conditions which materially affect the ability to complete any Services or prevent the meeting of any time schedule for delivery of any of the Services. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Subrecipient and any City assistance needed to resolve the situation; or
- b. Favorable development of events which enable meeting time schedules sooner than anticipated.

The Subrecipient shall inform the City of the reasons for the occurrence of events specified in subsections "a" and "b" of this Section, as well as additional pertinent information.

4.07 For the term of this Agreement and for one (1) year after its termination, the Subrecipient shall not employ any employee of the City, or any agent, or contractor of the City in which the employee was in any way involved in the award or management of the contract, or the employment would require the sharing of confidential information as specified in the 2019 Detroit City Code 2-5-71.

4.08 The Subrecipient shall not receive any payment from the City for any costs under this Agreement for fringe benefits, including but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits, or any other costs of the Subrecipient's Employees or Subcontractors in addition to or in lieu of those set forth in, and pursuant to, the compensations specified in Section 5.01 and Exhibit B, Budget, unless such expenses are allowable under the federal award.

4.09 **Certifications.** The Subrecipient certifies that the Subrecipient, its Employee and Subcontractor are not subject to debarment, suspension or determination of ineligibility by Treasury or any other state, or local government. If there is a finding of fraud, misappropriation of funds or ineligibility the Subrecipient shall notify the City within thirty (30) days of the government's determination. Failure to report or notify the City of such misconduct may result in the termination of this Agreement, and/or the suspension, decrease or reallocation of future grant funds.

5. COMPENSATION AND INTEREST DEPOSITS

A. Compensation

5.01 The City agrees to pay the Subrecipient an amount up to one million four hundred seventy-five thousand and 00/100, (\$1,475,000.00) for the complete and proper performance of the Services rendered, such compensation shall be paid only as provided in Exhibit B, Budget, and is inclusive of any and all remuneration to which the Subrecipient may be entitled.

B. Advance Payment. The Subrecipient shall receive an initial advance payment in the amount not to exceed three hundred twenty-five thousand 00/100 Dollars (\$325,000.00) upon the execution of this Agreement and receipt of a valid invoice. The first advance payment will cover approximately twelve (12) months of estimated reimbursable expenses as outlined in Exhibit B. Upon approval by the City, and, in the sole discretion of the City, the Subrecipient may be eligible for additional advance payments. Approval of any advance payment under this Agreement shall not automatically entitle the Subrecipient to any future or additional advance payment. Any documents substantiating the initial advance payment called for in Article 5.01 shall be submitted with the first payment request following execution of this Agreement.

C. Interest on Deposits.

5.02 Any interest earned on deposits of federal project funds in excess of five hundred dollars (\$500.00) earning per year shall be returned to the City. Interest earnings of up to five hundred dollars (\$500.00) per year may be retained by the Subrecipient solely for administrated expenses but must be accounted for in the Subrecipient's records. The Subrecipient shall report to the City on all such interest earning.

6. METHOD OF PAYMENT and USES OF FUNDS**A. Method of Payment**

6.01 The Subrecipient shall submit a requisition for reimbursement or request for fixed fee payment consistent with and pursuant to all requirements (including acceptable invoice with sufficient supportive documentation) as set forth in Exhibit B ("Budget/Fee Schedule"). Payments to the Subrecipient are governed by, and Subrecipient shall comply with 2 CFR 200 Subpart E - Cost Principals, as provided in Exhibit B, payment under this Agreement will be made upon both cost reimbursement, and fixed fee basis. Request for payment must be accompanied with all necessary documentation substantiating eligibility of the payment or cost for which reimbursement is requested, or as may be determined by the City. The City shall approve payment, in whole or in part, upon satisfactory receipt, review and approval of the completed requisition for payment. In the event that the City shall require further explanation or documentation, the Subrecipient shall provide such further explanation or documentation immediately upon request. Reimbursement may be contingent upon certification of the Subrecipient's financial management system in accordance with the standard specified in 2 CFR 200.

All requisitions for payment shall provide the following:

1. Each payment request must be signed by the authorized representative of the Subrecipient pursuant to 2 C.F.R. 200.415 and submitted by the 15th of each month. Failure to submit a complete payment request with all necessary documents in a timely manner will be considered incomplete and may result in: (1) the delay in payment; (2) the suspension of payment until the City determines whether the Services rendered warrant payment and is commensurate with the work performed, or (3) affect the award of future federal funds.
2. Requisitions for payment shall be directed to the attention of the individual and/or department specified as the Program Manager in Section 6.05.
3. All request for payment must be for eligible fixed fees or cost incurred or purchases made during the term of this Agreement.
4. No request for payment may be submitted later than ninety (90) days after the termination date of the agreement.
5. Subrecipient shall begin to submit payment requests within ninety (90) days from the effective date of this Agreement.

6.02 The requisition for reimbursement shall include the monthly performance report specified in Section 8.06 herein.

6.03 All ARPA funds obligated or committed by the Subrecipient during the term of this Agreement must be expended on or before the termination date of this Agreement. ARPA funds which are not expended by the termination date shall be returned to the City. Any ARPA funds held by the City at the end of this Agreement and not expended may be reallocated or reprogrammed by the City.

B. Payment for Indirect Cost

6.04 In order to receive payment for indirect costs, the Subrecipient shall within ninety (90) days of the execution date of this Agreement, prepare and submit to the City for review and approval an Indirect Cost Proposal including all necessary support documentation consistent with the provisions for such a proposal required by 2 CFR Part 200, and other Federal publications. The City may require a more detailed budget breakdown than the indirect cost specified in Exhibit B, and the Subrecipient shall provide such supplementary budget information in a timely fashion and in the form and content prescribed by the City. In the absence of such an Indirect Cost Proposal, the Subrecipient shall not request payment for any Indirect Costs as defined in 2 CFR 200, Subpart E, notwithstanding any Indirect Costs specified in Exhibit B. The maximum amount of Indirect Costs paid under this Agreement shall not exceed the lesser of (1) the amount provided for by the City-approved Indirect Cost Proposal or (2) the amount of any Indirect Cost line item in Exhibit B, and in no case shall the City pay any Indirect Costs until the Subrecipient has submitted the Indirect Cost Proposal and the City has reviewed and approved same.

The Subrecipient shall not charge to this Agreement direct costs which have been or will be paid from another source or have been or will be submitted to another source.

6.05 Payment for services provided under this agreement is governed by the terms of the 2019 Detroit City Code, Sections 17-5-281 through 17-5-288 entitled “Prompt Payment of Vendors.”

The individual responsible for accepting performance under this Agreement and from whom payment should be requested is (“**Program Manager**”):

Kerry Baitinger
Housing and Revitalization
City of Detroit
2 Woodward Ave., Suite 908
Detroit, Michigan 48226

C. Overpayment to Subrecipient

6.06 The City has the right to rely on the Subrecipient for submission of accurate invoices, including the support documents. Should any discrepancy in the records, or any other inaccuracy or inaccuracies result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Subrecipient, as provided by 2 CFR 200. If the Subrecipient receives a notice of overpayment. The Subrecipient may protest the overpayment determination in accordance with Section 15 of this Agreement.

6.07 In the event of any audit findings which result in the disallowance of any use of funds or amounts paid under this Agreement, the Subrecipient, at the sole discretion of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination date of this Agreement.

When the City is required to repay said disallowed funds to the grantor agency, it is understood that any reasonable time period given to the Subrecipient for repayment of the disallowed funds to the City may be limited to the time period that the grantor agency allows the City for repayment.

7. PROCUREMENT

7.01 The Subrecipient agrees to adhere to the requirements for procurement in 2 CFR Part 200, and the City requirements regarding procurement of goods or services using ARPA funds in whole or in part. All procurement transactions by Subrecipient under this Agreement shall be conducted in a manner that provides maximum open and free competition consistent with applicable requirements of 2 CFR 200.317-326, and 2019 Detroit City Code, Section 17-5-1 *et seq.* Provided, however, pursuant to 2 C.F.R. 200.319(c), the Detroit equalization credits found at Section 17-5-12 of the Detroit City Code shall not be used. The Subrecipient will remain fully obligated under the terms and conditions of this Agreement. The Subrecipient may not award or permit an award of a

contract to a party that is debarred, suspended or ineligible to participate in a Federal program.

7.02 The Subrecipient must establish written selection procedure for procurement transactions, and the procedures must be adequate to ensure fair pricing and to avoid the purchase of unnecessary or duplicate items (2 CFR 200.318(d)). The procurement procedures shall not restrict or eliminate competition. The Subrecipient shall certify compliance with (42 U.S.C 5155) to prevent duplication of benefits as described in Exhibit F, Duplication of Benefits Certification.

7.03 The Subrecipient agrees that the City shall not honor any reimbursement request from the Subrecipient without sufficient documentation of its procurement process.

7.04 The Subrecipient agrees to purchase only eligible goods and services as specified under this agreement and the provisions of 2 C.F.R. 200 to qualify for reimbursements. The Subrecipient shall obtain written approval for any travel outside the metropolitan area with funds provided under this Agreement.

7.05 Acquisition cost of goods or services of Five Thousand Dollars (\$5,000) and above must be procured through written purchase orders, with a minimum of three (3) quotes to ensure proper cost reasonableness.

7.06 This agreement may be terminated if the Subrecipient fails to show documentations for its procurement procedures upon request by the City. The Subrecipient states that neither the Subrecipient, nor its Employees or Subcontractors are subject to debarment, suspension or a determination of ineligibility by the Federal government and acknowledges that the City is relying upon this declaration.

8. AUDITS, MONITORING, RECORD KEEPING TRACKING AND REPORTS

8.01 **Audits:** The Subrecipient will submit to the City a copy of the organization's annual audit report for each year during which this Agreement is in force, and in accordance with the requirements under 2 CFR 200. The Subrecipient shall also provide for an independent audit, as requested and required.

The Subrecipient shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and or contracts.

8.02 The Subrecipient shall make available all books, documents, papers, records (herein collectively called "Records") and project sites directly pertinent to this Agreement for monitoring, audits, inspections, examinations and making excerpts and transcriptions by the City, Treasury and the Comptroller General of the United States, at all reasonable times. The Subrecipient shall make available all such Records, in their entirety, including all identifying labels and case names, with no deletions, for all such monitoring, audits, inspections, examinations, and making of excerpts and transcriptions. The Subrecipient shall keep full and complete records documenting all Services performed or payments

made under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. The Subrecipient shall require compliance with this Article in all agreements with Subcontractors and sub-Subrecipient's, as well as to permit monitoring access by the City to all relevant books and records and to the site of any construction or other work performed hereunder. Any deficiencies noted in any audit report related to this Agreement must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient of notice of the deficiency. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payment. All access rights to Records, which are set forth in this Section, shall survive the expiration or effective termination date of this Agreement and shall last at least as long as the record retention period specified in Section 8.04 hereof.

8.03 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the Detroit City Charter to audit and allow all accounts chargeable against the City. The City shall have the right to examine and audit all books, records documents and other such supporting data as the City may deem necessary of the Subrecipient and any Subcontractors or sub-Subrecipient's rendering Services under this Agreement whether direct or indirect which will permit adequate evaluation of the payment requests, cost or pricing data submitted by the Subrecipient. The Subrecipient shall include or cause to be included a similar covenant allowing for City and Federal audit and monitoring in all Subcontractors and sub-Subrecipient's contracts whose services will be charged directly or indirectly to the City. The City may delay any payment to the Subrecipient pending the results of any such audit or monitoring without penalty or interest.

8.04 **Records Retention:** All financial Records pertinent to this Agreement shall be kept in accordance with generally accepted accounting practices and with the Federal regulations at 2 CFR 200.302 "Financial Management." The Subrecipient shall keep a property inventory for all property purchased in whole or in part with ARPA funds consistent with all Federal property management requirements and with all other applicable terms of this Agreement, as provided in this Agreement.

The Subrecipient shall maintain all records in accordance with 2 CFR 200 for the purpose of determining compliance with the requirements of this Agreement. All records shall be retained for not less than five (5) years after final completion of the Services under this Agreement, and all ARPA funds have been expended or returned to Department of Treasury, or when the Subrecipient no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement. The Subrecipient shall follow the retention requirements under 2 C.F.R. § 200.333 (Retention requirements for records); § 200.334 (Request for transfer of records); § 200.335 (Methods for collection); 2 C.F.R. § 200.336 (Access to records), and 2 C.F.R. § 200.337 (Restriction on public access to records).

8.05 **Monitoring:** The Subrecipient agrees to allow representative(s) of the City to make periodic inspections for the purpose of ascertaining that the Subrecipient is properly performing the Services set forth in Exhibit A. Such inspections shall be made at any time during normal business hours of the Subrecipient. If, in the course of such inspections, the

representative(s) of the City and/or representatives of Treasury should note any deficiencies or substandard performance in the compliance with this Agreement, such deficiencies or substandard performance may be reported promptly to the Subrecipient in writing. The Subrecipient agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification by the City. If action to correct such deficiencies or substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

8.06 Tracking and Reports: At the end of the term of this Agreement, the Subrecipient shall prepare, complete and submit performance reports and other information to demonstrate compliance with the applicable regulations and requirements outlined in Exhibit E. Failure to timely prepare and submit the required reports and documents shall constitute a material breach of this Agreement and may lead to suspension and/or termination of this Agreement, as well as recovery of funds provided under this Agreement.

8.07 In addition to the reporting requirements in Exhibit E, the Subrecipient shall, upon request by the City, provide to the City all data, data documentation, and information as necessary, in the sole discretion of the City, to allow the City to meet the City's reporting requirements. This data may include Client Data including, Personally Identifiable Information or PII. This will be requested for the purpose of in order to validating eligibility and ensuring equitable distribution of programs and services. This data will be shared with designated internal city teams, including the Data Strategy and Analytics team and external consultants, including AECOM, all of whom have received detailed training on PII management and attested to their obligation to adhere to best security practices and to protect individual privacy.

8.07.1 Data must be provided in a machine-readable format. Acceptable formats include JSON, CSV, and XML. If the Subrecipient is collecting any data within a software platform or other information system that includes an Application Programming Interface or API, selected teams or consultants at the city must be provided access and documentation.

8.07.2 The Subrecipient must designate at least one point of contact within its organization who will liaise directly with the selected City teams and consultants regarding data requests and questions. This individual(s) shall work directly with the City teams and consultants to identify the data format, model, update cadence, and assist with any emerging issues related to the Subrecipient's data over the course of this Agreement.

The Subrecipient shall be governed by the financial responsibility requirements set forth in Article 6, 7 and 8 of this Agreement.

8.08 Client Data. In such cases where client data is collected, the Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient's responsibility with respect to Services provided under this Agreement, is

prohibited, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent or guardian.

8.09 Close-outs. The Subrecipient's obligations under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not limited to making final payments, disposing of program assets (including the return of all unused material, equipment, unspent funds, program income balances, and accounts), and determining the custodianship of records. Notwithstanding the forgoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over ARPA funds, including program income, but shall not extend beyond ninety (90) days after the termination date of this Agreement.

8.10 Statements. False statements or claims made or given to the City in connection with this Agreement may result in criminal, civil or administrative sanctions, penalties, debarment from participations in Federal, State or City awards or contracts, and/or any other remedies available at law.

9. COMPLIANCE WITH FEDERAL AND LOCAL LAWS, RULES AND SECURITY REGULATIONS

9.01 The Subrecipient shall comply, and shall require all Employees, Subcontractors, and sub-Subrecipient's to comply, with all applicable Federal, State and local laws, ordinances, codes, regulations, and policies, including, but not limited to, all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to the Service rendered externally; where applicable and where not prohibited by state or Federal law Mayor's Executive Orders, all applicable City of Detroit Human Rights requirements, including without limitation 2019 Detroit City Code, Section 23-1-1 et seq.; and all assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended; 2 CFR Part 200, as applicable; cost principles applicable to all requirements imposed by the City on the Subrecipient due to the City's obligations under ARPA (Public Law 117-2), and 2 CFR Part 200, and other related statutes and regulations.

9.02 **Clean Air and Water.** As applicable, if the compensation of this Agreement exceeds \$150,000, the Subrecipient shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Subrecipient shall report all violations to Treasury, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

9.03 The Subrecipient shall comply with and recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

9.04 **Contract Compliance.** The Subrecipient shall include in all procurement contracts under this Agreement and cause to be included in all subcontracts under such contracts the

provisions of the Federal regulations at 2 CFR 200.326, including without limitation those set forth in Exhibit I and Appendix II of Part 200, as applicable, including, but not limited to:

- a. Maintain written standards of conduct for conflicts of interest, or organizational conflicts of interest, pursuant to 2 CFR 200.318; organizational conflict of interest is defined as a situation in which the nature of work under this contract and the Contractor's organizational, financial, contractual or other interests are such that, (1) award of the contract may result in an unfair competitive advantage; or (2) the Contractor's objectivity in performing the contract work may be impaired.
- b. Encourages intergovernmental or inter-agency agreements to procure common goods and services, as described in 2 CFR 200.29 and 2 CFR 299.318;
- c. The Subrecipient shall, when conducting procurement, use fair and reasonable methodology to avoid state or local preferences, as described in 2 CFR 200.319;
- d. The Subrecipient shall comply with APRA, the Treasury regulations found at 31 C.F.R. part 35, any interpretive guidance by other regulators, and all other applicable Federal statutes, regulations and Federal Executive orders.

9.05 Lobbying. The Subrecipient shall comply with all requirements of the rule entitled "New Restrictions On Lobbying" found at 24 CFR 87 (the "Lobbying Rule", hereinafter). The parties hereto acknowledge that said rule requires, but is not limited to requiring, that the Subrecipient and all parties at lower tiers, including sub-Subrecipient's, contractors and subcontractors, not use any Federal appropriated funds to pay 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including subawards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including subawards at all tiers. The parties hereto further acknowledge that said rule requires that under certain conditions, specified therein, affected parties make certifications, file statements, and make disclosures, regarding the use of appropriated Federal funds, and regarding the use of funds which are other than appropriated Federal funds, in regard to the above described lobbying activities. The language of the certification required from the Subrecipient and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as Exhibit H. The meaning of the terms in this Section and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule. The Subrecipient shall require all parties at all lower tiers to comply with all requirements of the Lobbying Rule applicable to said parties and shall include the language of the certification, and require that the language of the certification be included, in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Subrecipient shall adhere to the terms of the certification and shall require all parties at lower tiers to so

adhere. Notwithstanding the above described lobbying requirements, it is understood by the parties hereto that the submission of the certifications described above is required only if the compensation of this Agreement, as it may be amended, exceeds \$100,000.00, although all other requirements of this Section are applicable, irrespective of the amount of said compensation.

9.06 Religious Activities. The Subrecipient warrants that the Services being provided with grant funds are not used to support any inherently religious activities, such as worship, religious instruction, or proselytization or other sectarian purposes.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with federal funds, the Subrecipient:

1. Represents that it is, or may be deemed to be, a religious or denominational institution or organization of an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
2. Agrees that, in connection with public services:
 - a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to persons on the basis of religion and it will not discriminate against any person applying for public services on the basis of religion; and will not limit such services or give preference to persons on the basis of religion;
 - b. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services assisted with federal funds;
 - c. The portion of the facility used to provide public services assisted in whole or in part under this Agreement and shall contain no religious symbols or decorations.

9.07 Drug-Free Workplace. The Subrecipient shall maintain a drug-free workplace in any place it performs services under this Agreement, and in accordance with the requirements of 2 CFR 2424. The Subrecipient shall certify and carry out the drug-free workplace requirements

9.08 Environmental Review. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Detroit of a "Release of Funds" from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on the City of Detroit's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. In addition, the Subrecipient or subcontractor is prohibited from undertaking or committing

any funds to physical or choice-limiting actions, including, but not limited to, property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this Agreement.

9.09 **Women and Minority-Owned Businesses (W/MBE)**. The Subrecipient shall comply with 2 CFR 220.321(b) (1) through (5) to assure that minority business, women's business enterprise, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

9.10 **Hatch Act**. The Subrecipient shall comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United State Code.

9.11 **American with Disabilities Act "ADA"**. The Subrecipient shall comply with all provisions of Title II of the ADA, which prohibits discrimination against persons with disabilities in all services, programs, and activities made available by State and local governments. The Department of Justice (DOJ) has coordination authority for the ADA in accordance with Executive Order 11250. The DOJ regulations cover all State and local governments and extend the prohibition of discrimination in Federally-assisted programs established by Section 504 of the Rehabilitation Act of 1973 to all activities of State and local governments, including those that do not receive Federal financial assistance.

9.12 **The Architectural Barrier Act of 1968**. The Architectural Barriers Act (ABA) requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA.

9.13 **Section 504 or the Rehabilitation Act of 1973, as amended**. The Subrecipient shall comply with all provisions of section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any program or activity receiving Federal financial assistance.

9.14 **Age Discrimination**. The Subrecipient shall comply with all provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance, directly or through contractual, licensing, or other arrangements use age distinctions or take any other actions which have the effect, on the basis of age of: (a) excluding individuals from denying them the benefits subjecting them to discrimination under, a program or activity receiving Federal financial assistance; or (b) denying or limiting individuals their opportunity to participate in any program or activity receiving Federal financial assistance.

9.15 **Uniform Relocation Act**. The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the

acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Government-wide regulations that implement URA can be found at 49 CFR Part 24.

9.16 **OSHA.** The Subrecipient shall comply with all provisions of the Occupational and Safety Health Act (“OSHA”), enacted by Congress to ensure worker and workplace safety. The goal of OSHA is to make sure employers provide their workers a place of employment free from recognized hazards to safety and health, such as exposure to toxic chemicals, excessive noise levels, mechanical dangers, heat or cold stress, or unsanitary conditions.

10. FAIR EMPLOYMENT PRACTICES, NON-DISCRIMINATION REQUIREMENTS AND DENIAL OF SERVICES

10.01 **Nondiscrimination:** The Detroit City Council hereby finds and declares that prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby, threaten the civil rights and privileges of the people of the city and menace their institutions. The Civil Rights, Inclusion and Opportunity Department (“CRIO”) is authorize to investigate claims of discrimination, to prevent discrimination in: education, employment, medical care facilities, housing accommodations, commercial space, places of public accommodation, public service, resort or amusement, or other forms of discrimination prohibited by law, based upon race, color, religious beliefs, national origin, age, marital status, disability, public benefit status, sex, sexual orientation, or gender identity or expression; to take such action as necessary to secure the equal protection of civil rights, (Detroit City Code, Section 23-2-1 *et. seq.*), and the responsibility to enforce the Americans with Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964, including the following:

- Fair Housing Act (42 U.S.C. 3601 *et. seq.*) and implementing regulations at 24 CFR Part 100
- Executive Order 11063 and implementing regulations at 24 CFR Part 107
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-200d-4) and implementing regulations at CFR part 1
- Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations CFR 146
- Sections 504 of the Rehabilitation Act of 1973 (29 U. S. C. 794) and implementing regulations at 24 CFR 8
- Executive orders 11246 and the regulations issued at 41 CFR Chapter 60
- Executive Orders 11625, 12432, and 12138
- H. Elliot-Larsen Civil Rights Act, Act No 453, Michigan Public Acts of 1976, as amended.

10.02 In accordance with the United States Constitution and with all Federal legislation and regulations governing fair employment practices and Equal Employment Opportunity, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to that Title; Title VII of the Civil Rights Act of 1964 (42 USC Sec. 2000(e) *et seq.*, {Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual will

be excluded from participation solely by reason of his or her handicap, will be denied the benefits of, or will be subjected to discrimination under any program or activity receiving Federal financial assistance,} and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal opportunity, including but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453, including Section 209) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Subrecipient agrees that it will not discriminate against an employee or application for employment with respect to hire, tenure, terms, conditions or privileges of employment with respect to race, color religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. Also, in performance of this Agreement, the Subrecipient shall comply with the Americans Disabilities Act of 1990, P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Subrecipient hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination, against itself or its contractors and/or subcontractors connected directly or indirectly with the performance of this Agreement.

10.03 The Subrecipient agrees that it will notify, or cause to be notified, Subcontractors of the obligations relative to nondiscrimination under this Agreement when soliciting same, and will include or cause to be included the provisions of this Article in all contracts and/or subcontracts, as well as provide the City a copy of any contract upon request.

10.04 The Subrecipient agrees to fully cooperate with any such investigation covered under this Article. Breach of the terms and conditions of this Article shall constitute as a material breach of this Contract and, as such, are governed by the provisions for termination as set forth herein.

10.05 **Denial of services:** The Subrecipient shall not deny service to any person unless, in the reasonable judgment the Subrecipient, such person refuses to cooperate with program goals, creates conflict among the staff or other participants, abuses the program and/or is physically or verbally threatening to the Subrecipient staff or to participants. The Subrecipient shall provide the City with written notification of the full circumstances of each situation where it has found it necessary to deny services for these reasons.

11. CONFLICT OF INTEREST

11.01 The Subrecipient warrants that its participation in this Agreement will conform to the requirements of the Detroit City Code, Section 2-5-34 "Disclosure by Contractors", and all applicable federal regulations, including Sections 2 CFR 200.318, and further warrants that such participation will not result in any Organizational Conflict of Interest (as defined herein).

11.02 In the event the Subrecipient has any conflict of interest as defined herein, the Subrecipient shall disclose such conflict of interest fully in the submission of the proposal, and immediately upon discovery during the life of the contract.

11.03 The Subrecipient agrees that if after award he or she discovers any conflict of

interest or potential conflict of interest with respect to this contract, he or she shall make an **immediate and full disclosure in writing to the Director of the Department**, and to the **Detroit Board of Ethics**, which shall include a description of the action which the Subrecipient has taken or intends to take to eliminate or neutralize the conflict. The Department may seek a Board of Ethics Advisory Opinion or may terminate the contract if it is in best interest of the City.

11.04 In the event the Subrecipient was aware of any conflict of interest before the award of this contract and intentionally did not disclose the conflict, the Department may terminate the contract for default, and/or be subject to debarment or other applicable penalties.

11.05 The provisions of this Article shall be included in all subcontracts and consulting agreements.

11.06 No federal, state, or local elected official nor any member of the City of Detroit Planning Commission or employee of the Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

11.07 No member, officer, or employee of the Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

11.08 The Detroit Board of Ethics reserves the discretion to determine the proper treatment of any conflict of interest disclosed under Detroit City Code Section 2-5-1 *et seq.*

11.09 The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Subrecipient further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

11.10 The Subrecipient also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Subrecipient hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

12. INDEMNITY AND DAMAGES

12.01 The Subrecipient agrees to hold harmless the City from and against any and all violations, liabilities, obligations, judgments, damages, penalties, settlements, claims, costs, charges, losses and expenses including, without limitation, reasonable fees and expenses for attorneys, expert witnesses, and other consultants, at the prevailing market rate for such legal services, expert witnesses, and other consultants, which may be imposed upon, incurred by, or asserted against the City by reason of any of the following arising from this Agreement:

- a. Any negligent or tortuous act, error or omission of the Subrecipient or any of its Associates for whose acts any of them may be liable, regardless of whether or not it is caused in part by a person indemnified hereunder.
- b. Any failure by the Subrecipient or any of its Associates to perform its obligations, either expressed or implied, under this Agreement.

The Subrecipient also agrees to hold harmless the City from any and all injury to the person, or damage to property of, or any loss or expense incurred by, an employee of the City or any third-party which arises out of or pursuant to the Subrecipient's performance, or that of its Associates under this Agreement.

12.02 The Subrecipient agrees that it is Subrecipient's responsibility, and not the responsibility of the City, to safeguard the property and materials that it or its Associates use or have in their possession while performing this Agreement. Further, the Subrecipient agrees to hold the City harmless for any loss of or damage to such property and materials.

12.03 In the event of any claim, action, or proceeding, by any third party against the City, arising from the performance of the Subrecipient, and/or its contractors, subcontractors and/or sub-Subrecipient's, hereunder, upon Notice from the City the Subrecipient shall pay for the full reasonable cost of the City incurred in defending against such claims, actions or proceedings, and the Subrecipient shall indemnify the City against any loss, cost, expense, liability or settlement arising out of such claim, action or proceeding, whether or not such claim, action or proceeding, is successful.

12.04 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subrecipient under Workers Compensation Acts or other employee benefit acts. In addition, the Subrecipient agrees to hold the City harmless from the payment of any deductible on any insurance policy.

12.05 The Subrecipient agrees that this Article "Indemnity and Damages" shall apply to all matters described herein (whether the matter is litigated or not) which occur or arise between the Subrecipient or its Associates, and the City, and agrees to hold the City harmless therefrom as provided in this Article.

12.06 The Subrecipient shall hold the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in Articles 9 and 10. The Subrecipient shall require as part of any contractual and/or subcontractual agreement entered into under this Agreement, that the Subcontractors or sub-Subrecipient comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Subrecipient and the City to remain in compliance with such laws and regulations as apply to the Subrecipient and the City hereunder. The Subrecipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

12.07 Notwithstanding anything to the contrary in this Agreement, Subrecipient's indemnification obligations set forth in this Agreement including, but not limited to, those described in this Article shall survive termination of this Agreement.

13. INSURANCE

13.01 The Subrecipient shall maintain, during the term of this Agreement the following insurance:

- a. **Worker's Compensation Insurance** for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance with minimum limit of **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS** each accident, person and disease. The Subrecipient agrees that it shall obtain a similar covenant from any consultant or contractor retained by it to perform any of the Services under this Agreement and shall require all such consultants or contractors to obtain such a covenant from all subcontractors, if any.

- (1) Workers Compensation and Employers Liability Insurance will only be required for those Subrecipient's which employ or will employ one or more employees during the term of this agreement (including any amendment or extension). If a Subrecipient has no employees and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Department, which shall be attached to this agreement as an Exhibit.

- (2) Any Subrecipient which has provided such a certification and which later (but still during the term of the Subrecipient agreement) intends to employ one or more persons, must provide the City notice of its intention at least thirty (30) days prior to employing any such person. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Housing and Revitalization Department, the Subrecipient shall provide the City with satisfactory evidence of Workers Compensation and Employers Liability Insurance, which complies with the terms of subparagraph a, above.

- b. **Commercial General Liability Insurance**, which conforms to the following minimum requirements:

- (1) Names the "**City of Detroit**," as its respective interest may appear **as an additional insured**;

- (2) The **policy** limits shall be **ONE MILLION DOLLARS (\$1,000,000.00)** each occurrence; **TWO MILLION DOLLARS (\$2,000,000.00)** minimum aggregate;
 - (3) The policy shall include coverage for independent contractor's liability.
- c. **Automobile Liability Insurance** covering **all owned, hired, and non-owned vehicles** with personal protection insurance to comply with the provisions of the Michigan No Fault Insurance Act, including residual liability insurance, with minimum combined single limit of **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence.
 - (1) Automobile Liability Insurance covering owned automobiles will only be required for those Subrecipient's which own or will own, one or more automobiles during the term of the agreement (including any amendment or extension). If a Subrecipient does not own an automobile and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Housing and Revitalization Department, which shall be attached to this agreement as an Exhibit .
 - (2) Any Subrecipient which has provided such a certification and which later (but still during the term of the Subrecipient agreement) intends to acquire one or more automobiles, must provide the Department notice of its intention at least thirty (30) days prior to taking title to any such automobile. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Housing and Revitalization Department, the Subrecipient shall provide the Department with satisfactory evidence of insurance, including owned auto coverage, which complies with the terms of subparagraph c, above.
- d. The Subrecipient shall obtain sufficient **Fidelity Bonds** or other similar dishonesty protection insurance to protect federal funds from loss due to theft, fraud and/or undue physical damage such fidelity bonding or dishonesty protection shall cover employees in an amount equal to the cash advances from the City.

13.02 The Subrecipient shall be responsible for payment of all deductibles contained in any insurance required hereunder.

13.03 If during the term of this Agreement, changed conditions or other pertinent factors should in reasonable judgment of the City render inadequate the insurance limits, or types of coverage, the Subrecipient shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Subrecipient's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the City.

13.04 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Subrecipient at the time it executes this Agreement or at such later time, prior to the commencement of any services under this agreement, as may be appropriate within the judgment of the City. Any agreement by the City to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the City and signed by the project manager which shall be attached to this Agreement as an Exhibit. All policies shall name the Subrecipient as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

The comprehensive liability insurance certificate and policy shall name the additional insured required by Section 13.01 b (1) hereof. Certificates of Insurance evidencing all required coverage's shall be submitted to the **Office of the Chief Financial Officer, Office of Contracting and Procurement, Suite 1008, Coleman A. Young Municipal Center, Detroit, Michigan 48226** prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

13.05 The Subrecipient shall cause all contracts and subgrants under this Agreement which are between the Subrecipient and its contractors, including subcontracts at lower tiers, and all sub-grants, if any, to require that the contractors, subcontractors, and subgrantees, if any, shall maintain all of the insurance required by this Article and that the liability insurance shall name as an additional insured the City as defined in Section 13.01 b. (1).

13.06 The provisions of this Agreement requiring the Subrecipient to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Subrecipient under this Agreement.

13.07 In addition to the above requirements, the Subrecipient shall, if applicable, comply with the bonding and insurance requirements set forth in 2 CFR 200; specifically, 2 CFR 200.325, including without limitation those regarding bonding insurance.

14. TERMINATION AND REVERSION OF ASSETS

14.01 In accordance with the Federal regulations at 2 CFR Part 200 Subpart D, the City may suspend or terminate this Agreement for cause if the Subrecipient materially fails to comply with any term of this Agreement, and further, the City may terminate this Agreement for convenience in accordance with the Federal regulations at 2 CFR Part 200. In the event that the City so suspends or terminates this Agreement then the City shall so suspend or terminate this Agreement pursuant to said Federal regulations and pursuant to Sections 14.01, 14.02, 14.03, 14.04, 14.05 and 14.06, except that if there is any conflict between the said Federal regulations and the said sections of this Agreement, then the said Federal regulations shall govern.

14.02 The City may terminate this Agreement for cause upon giving written notice of termination to the Subrecipient at least twenty-four (24) hours before the effective date of the termination, should the Subrecipient: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; or (2) violate any of the covenants, agreements,

provisions or stipulations of this Agreement; the Subrecipient shall be liable to the City for any damages it sustains by virtue of this Subrecipient's breach or any reasonable costs the City might incur enforcing or attempting to enforce this Agreement, including reasonable attorney's fees. The City may withhold any payment(s) to the Subrecipient (as may be due under this Agreement or otherwise) for the purpose of setoff until such time as the exact amount of damages due to the City from the Subrecipient is determined. It is expressly understood that the Subrecipient will remain liable for any damages the City sustains in excess of any setoff. If the Agreement is so terminated, the City may take over the performance of the Services and prosecute the same to completion by contract or otherwise, and the Subrecipient shall be liable to the City for any costs occasioned to the City, thereby.

14.03 In accordance with 2 CFR Part 200 Subpart D, the City or the Subrecipient may terminate this Agreement without cause or for convenience at any time, without incurring any further liability whatsoever, other than as stated in this Article, by giving written notice of such termination (herein called a "Notice of Termination"), specifying the effective date thereof, at least twenty-four (24) hours prior to the effective date of such termination. If the amount of any and all advances made under this Agreement is greater than the amount owed by the City to the Subrecipient, the Subrecipient shall immediately remit the excess advance to the City. The amount of the payment shall be computed by the City on the basis of the Services provided, which, in the judgment of the City, represents a fair value of the Services provided, less the amount of any previous payments made, which final payment the Subrecipient agrees shall constitute full and complete payment and satisfaction under this Agreement. Should the City or the City's designee undertake any part of the Services which are to be performed by the Subrecipient, the Subrecipient shall not be entitled to any compensation for the Services so performed. This Section is subject to the maximum sum payable provision in Section 5.01.

14.04 After receipt of a Notice of Termination and except as otherwise directed by the City, the Subrecipient shall:

- a. Immediately comply with the provisions of the Notice of Termination, and take any and all steps necessary to minimize disruption of, or impact to the City as the result of the termination;
- b. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination, and immediately notify the City of any special circumstances precluding stoppage of the work;
- c. Obligate no additional federal project funds for payroll costs and other costs beyond such date as the City shall specify except as necessary and with written approval from the City, and place no further orders on contractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated; and require all contractors to place no further orders on subcontractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under Agreement as is not terminated;

- d. Terminate all orders and contracts to the extent that they relate to the portion of work so terminated, and cause to be terminated all subcontracts, if any, to such extent;
- e. Take necessary or directed action to protect and preserve property in the Subrecipient's possession in which the City has or may acquire an interest and, as directed by the city, deliver the property to the City;
- f. Perform the continued portion of the Agreement;
- g. As of the date the termination is effective, preserve all Agreement records (as hereinafter defined) and submit to the City such records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment and other property purchased for the Project (if any), and all pertinent keys to files, buildings and property and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- h. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Agreement, and a listing of all creditors, contractors, lessors, and/or other parties with which the Subrecipient has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

14.05 Upon completion or other termination of this Agreement, (1) all finished or unfinished original documents or copies (when originals are unavailable) data, studies, surveys, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (herein collectively called the "Work Product") prepared by the Subrecipient under this Agreement or in anticipation of this Agreement, and (2) all property, including without limitation, all materials, supplies, and equipment, which were/was purchased by the Subrecipient on a cost basis hereunder and which has not been consumed in the normal and proper performance by the Subrecipient hereunder as of the effective date of the Notice of Termination or the expiration date hereof, shall become the sole and exclusive property of the City, whether or not in the Subrecipient's possession, free from any claim or retention of rights thereto on the part of the Subrecipient, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all Subrecipient's properties to it. The Subrecipient acknowledges that any intentional failure or intentional delay on its part to deliver the Work Product to the City may cause irreparable harm to the City, if not adequately compensable in damages and for which the City has no adequate remedy at law the Subrecipient accordingly agrees that the City shall in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product the Subrecipient hereby consents to as well as all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Project. In regard to the property so purchased on a cost basis, the City may at its sole option setoff against any Agreement payments due to the Subrecipient hereunder, the actual amount(s) which had been reimbursed by the City to the Subrecipient for the cost(s) of all such property acquired on a cost basis less the amount as determined by the City for any such property delivered to the City.

14.06 Each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

14.07 It is understood by the parties hereto that Federal regulations require that this Agreement remain in force for so long as the Subrecipient has control over federal funds, including program income. Therefore, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the Subrecipient shall comply with all requirements of this Agreement for a period which shall extend beyond the expiration date and/or termination date of this Agreement for so long as the Subrecipient shall continue to maintain control over such funds.

15. PROCEDURES FOR FILING AN APPEAL

15.01 In the event that the Subrecipient disagrees with the decision of the City concerning the following:

1. Bias, discrimination or conflict of interest on the part of the City;
2. City's claim of Subrecipient's failure to comply with the procurement process;
3. City's claim of Subrecipient's errors in computing reimbursement payment requests;
4. City's denial of payments due to Ineligible expenses; City's denial of contract amendment request;
5. City's denial of contract modification request; and/or,
6. City's claim of Subrecipient's failure to comply any other City/Treasury regulations or procedures described in the agreement.

The Subrecipient may file a written appeal of that determination with the City. All appeals must state the grounds for the appeal with specific facts, and identify, with specificity, the action(s) being appealed. Documents supporting the appeal should be included where appropriate. Appeals must include a description of the relief or corrective action requested. Appeals will be rejected, as without merit, if they address non-procedural issues such as:

1. A program manager's professional judgment on the administration of the contract; or,
2. The City's assessment of its own and/or other agencies needs requirements.

15.02 All appeals must be submitted in writing, and addressed and mailed or hand delivered to the Department Director:

Director
Housing and Revitalization Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, MI 48226

E-mails or fax copies will not be accepted.

15.03 All appeals must be signed by the appealing party or authorized agent and must include return address and telephone number of the appealing agency. Appeals regarding Subrecipient's agreement can be made any time after the contract has been approved by the City of Detroit.

15.04 This appeal procedure will be the only administrative remedy available to Subrecipient, Appeals that do not follow this procedure will not be considered.

16. ASSIGNMENT, CONTRACTING, OR SUBCONTRACTING

16.01 The Subrecipient shall not assign (including, but not limited, through a change of ownership or control), or encumber directly or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereof. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the City to any further assignment. All assignment, contracts and subcontract shall follow the Procurement process under Article 7, "Procurement," and 2 CFR 200.317 – 200.326.

16.02 None of the Services covered by this Agreement shall be subcontracted out by the Subrecipient without prior review and approval by the City. Such approval shall not constitute a basis for privity between the City and any subcontractors of the Subrecipient, and the Subrecipient agrees to indemnify and hold the City harmless from such claims initiated pursuant to any such contracts it enters into in performance of this Agreement.

16.03 This Agreement shall inure in all particulars to the City, its agents, successors, and assigns.

16.04 In the event that the Subrecipient, under this Agreement, enters into contract(s) with subcontractor(s), the Subrecipient shall obtain or include under its General Liability policy an independent contractors liability insurance coverage in addition to all other types of coverage required hereunder.

16.05 The parties hereto acknowledge that Treasury requires all grant recipients and Subrecipient's to keep records and report on the use of federal grant funds. Therefore the Subrecipient shall ensure that for all contracts and subcontracts enter into for Services under this Agreement that each sub-contractor or sub-Subrecipient maintain and submit records and report in sufficient detail on all use of federal grant funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Subrecipient to meet all of its reporting and monitoring obligations under this Agreement and/or as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the contractor by the Subrecipient shall include all record keeping and reporting requirements similarly required of the Subrecipient herein, unless otherwise specifically provided for in this Agreement. In the event of any dispute between the parties hereto as to reporting requirements required hereunder or to be required of contractors and/or subcontractors, the reasonable determination of the City shall govern.

16.06 Costs to be paid under this Agreement which are the result of costs incurred under:

- (1) Cost type contracts with for-profit organizations, or cost type portions of contracts with for-profit organizations; or
- (2) Cost type subcontractors with for-profit organizations, or cost type portions of subcontracts with for-profit organizations; shall be allowable only if such costs are consistent with the Federal cost principles set forth at 48 CFR Part 31 and 2 CFR Part 200.

16.07 The Subrecipient shall include in all contracts under this Agreement, and cause to be included in all subcontracts under such contracts, all clauses described in the Federal regulations at 24 CFR 570, and 2 CFR 200, including without limitation those set forth in Appendices I through XII of said Part 200, as applicable.

17. AMENDMENTS AND BUDGET MODIFICATIONS

17.01 The City may consider it in its best interest to change, modify, or extend a term or condition of this Agreement. Any such change, extension, or modification, which is mutually agreed upon by the City and the Subrecipient, shall be incorporated in written amendment(s) (hereinafter called "Amendment(s)") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Subrecipient or the City from any of its obligations under this Agreement, except for those parts thereby amended.

An amendment to this Agreement shall be required if a major revision is needed to be made in the Subrecipient's approved scope of work. A major revision refers to circumstances very different from what was stated in the original agreement. For example, such major revisions shall include but not limited to:

- A new activity is proposed.
- An entirely new population is targeted or is proposed to be served.
- An entirely different method of doing business will be used.
- Additional money will be added to the agreement, more work will be performed, and more people will be hired.

17.02 **Budget Modification.** The Subrecipient may, if the City approves in writing, modify the line-item budget by requesting the modification in writing and articulating the need for the modification with specificity. Any modification of the line-item budget must be approved in writing by the City before the Subrecipient modifies the line-item budget or commits to the expenditure of funds outside the currently approved line-item budgeted.

17.03 Budget revision requests will not exceed the total cost of the Agreement. All minor changes that do not affect the time frame, outcome, or total cost of the project shall be approved by letter. These may include but not limited to:

- Change in address of the organization's administrative office (but not a change in the neighborhood or client served)

- Change in hours of operation (but not change in total service units or number of people served)
- Change in job titles (but not of pay or personnel)
- Shifts in costs from one budget line item category to another
- Add a new budget line-item that will be consistent with the originally approved scope of work and will not change total budgeted amount of the contract.

17.04 No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of both parties, and is approved by the appropriate City departments and City Council.

18. CONFIDENTIALITY

18.01 In order that the Subrecipient effectively fulfill its covenants and obligations to the City under this Agreement, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Subrecipient's employees, consultants, subcontractor and agents (collectively "Associates") pertaining to the City's past, present, and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Subrecipient shall instruct its Associates to regard all information gained by each such person as a result of the Services to be performed hereunder, as information which is proprietary to the City and not to be disclosed to any organization or individual without prior consent of the Department's Director.

18.02 The Subrecipient agrees to take appropriate action with respect to its Associates to ensure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement are fully satisfied.

18.03 All of the reports, information, data, etc., prepared or assembled by the Subrecipient under this Agreement are confidential and the Subrecipient agrees that they shall not be made available to any individual or organization without prior written consent of the Department's Director except as required by Federal law pursuant to Article 9 herein, and except as required by any other requirements or provisions of this Agreement. The reports and documents reference in this paragraph may also be subject to disclosure under the Michigan or Federal Freedom of Information Act.

18.04 The use or disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

19. HIRING POLICY

19.01 The Subrecipient agrees to establish a hiring policy in compliance with the 2019 Detroit City Code, Chapter 17, Finance and Taxation, Article V, Purchases and Supplies, Division 6, Criminal Conviction Questions for City Contractors, Sections 17-5-261 *et seq.*, which prohibits City contractors from inquiring regarding criminal conviction questions

for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified.

19.02 The Subrecipient agrees to submit its hiring policy to the City of Detroit prior to the approval of this agreement by both parties.

20. OFFICE OF THE INSPECTOR GENERAL AND THE BOARD OF ETHICS

A. OFFICE OF THE INSPECTOR GENERAL

20.01 In accordance with Section 2-106.6 of the City Charter, this Agreement shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to this Agreement has an interest in this Agreement and either the Subrecipient or Public Servant fails to disclose such interest.

20.02 This Agreement shall also be voidable or rescindable if a lobbyist or employee of the Subrecipient or any of its Associates offers a prohibited gift, gratuity, honoraria or payment to a Public Servant.

20.03 A fine shall be assessed to the Subrecipient in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the facts and circumstances surrounding such violation shall be referred to the appropriate prosecuting authorities.

20.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

20.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter, and Subrecipient acknowledges its duty and affirms its agreement to cooperate in any such investigation.

20.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

20.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

B. BOARD OF ETHICS

20.08 In accordance with Section 2-106.10 of the City Charter, and Section 2-5-106 of the City Code, it shall be the duty of every Public Servant, contractor and subcontractor, vendor and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Board of Ethics in any investigation pursuant to this article, and Subrecipient acknowledges its duty and affirms its agreement to cooperate in any such investigation.

20.09 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

20.10 Any contractor, subcontractor, vendor, or licensee who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to debarment or any other applicable penalty, and Subrecipient acknowledges its duty of cooperation and affirms its agreement to produce documents and provide testimony as requested

20.11 Subject to state law, for one (1) year after employment with the City, a public servant shall not lobby or appear before the City Council or any City department, agency, board, commission or body, or receive compensation for any services in connection with any matter in which he or she was directly concerned, personally participated, actively considered or acquired knowledge while working for the City.

20.12 Subject to state law, for a period of one (1) year after employment with the City, a public servant shall not accept employment with any person or company that did business with the City during the former public servant's tenure if that public servant was in any way involved in the award or management of that contract or the employment would require the sharing of confidential information.

21. NOTICES

21.01 All notices, consents, approvals, requests and other communications (herein collectively called "Notice(s)") required or permitted under this Agreement shall be given in writing, and, when given by the Subrecipient, signed by an authorized representative of the Subrecipient, and delivered, or mailed by first-class mail and addressed as follows:

If to the City:

Housing & Revitalization Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226

Attention: Director

If to the Subrecipient:

Wayne Metropolitan Community Action Agency
7310 Woodward Avenue
Detroit, MI 48202
Attention: Michele Robinson

21.02 All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice thereof to the other as herein provided. Any notice given by a party hereunder must be signed by an authorized representative of such party.

21.03 Notwithstanding the requirement above as to the use of first class mail, changes of address notices, termination notices, notices to proceed and all legal notices of a pending action (complaint, summons, etc.) or failure to comply notices, shall be sent by registered first class mail, postage prepaid, return receipt requested.

22. MISCELLANEOUS

22.01 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall constitute in full force and effect with respect to any other then existing or subsequent breach thereof.

22.02 Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement, or provision, in its favor, under this Agreement unless such waiver is specifically prohibited herein. No act by or on behalf of the party shall be, or shall be deemed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

22.03 This instrument, including all exhibits and attachments as specified in Section 1.01 hereof, which are attached hereto and are made a part of this Agreement, and all prior negotiations and agreements are merged herein. Any Purchase Order issued in connection with this Agreement which contains terms and conditions which conflict with the provisions of this Agreement shall have no force and effect, and shall be considered void, and the Subrecipient and its Associates acknowledges that Subrecipient may not rely upon any such conflicting terms and conditions. Further, neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Subrecipient by implication or otherwise unless expressly set forth herein. The Subrecipient shall comply with all terms and conditions set forth in all Exhibits as attached hereto and shall utilize all sample forms included as Exhibits, as applicable, unless allowed otherwise by the City.

22.04 Unless the context otherwise expressly requires, the words "herein", "hereof", and the words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

22.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.

22.06 The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way affect the same.

22.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The parties agree, consent and submit to the personal jurisdiction of the U.S. District Court for the Eastern District of Michigan or of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. The parties agrees that service of process at the address and in the manner specified in Article 21 herein, will be sufficient notice and hereby waives any and all claims relative to such notice. The parties also agrees that it will not commence any action against the other because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any Courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in either the Michigan Court of Appeals or the Michigan Supreme Court.

22.08 If any Affiliate (as hereinafter defined) of the Subrecipient shall take any action which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Subrecipient with right legal effect. "Affiliate" shall mean a parent, subsidiary or other company controlling, controlled by or in common control with the Subrecipient.

22.09 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's determination shall be controlling. Except, that in the event of an occurrence beyond the control of the parties hereto, the City may, at its sole option, terminate this Agreement. Such termination shall be made in accordance with the provisions of Article 14 herein.

22.10 The Subrecipient warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify the Subrecipient and the Subrecipient shall pay for the full reasonable cost of the City defending such claims, but at the Subrecipient's expense, and shall indemnify the City against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

22.11 The Subrecipient covenants that it is not, and will not become, in arrears to the City upon any contract, debt or other obligation to the City, including real property, personal property and income taxes. The Subrecipient shall require that, as a condition of contracting and/or subcontracting, that any and all Subcontractors shall also agree to be bound by the provisions of this Section.

22.12 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution thereof, the City shall submit to the Subrecipient a confirmed copy of this Agreement.

22.13 As used herein, the singular shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

22.14 For purposes of the hold harmless provision contained herein, the term "City" shall be deemed to include the City of Detroit, and all other associated, affiliated, allied, or subsidiary entities now existing or hereafter created, their agents and employees, but shall not include the Subrecipient or any Subcontractors or sub-Subrecipient's.

22.15 If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22.16 The Subrecipient shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor or Subrecipient, or principal as defined in the Federal regulations at 2 CFR 2424.300, during any period of debarment, suspension, or placement in ineligibility status or during any period during which said contractor or subcontractor or Subrecipient, or principal is proposed for debarment under 48 CFR Part 9, subpart 9.4 and 2 CFR Part 180, under the provisions of 2 CFR Part 2424. If during the term of this Agreement, the Subrecipient is placed on the debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 2424, the Subrecipient shall immediately notify the City. The requirements of this Section shall apply equally to (1) all government-wide debarment, suspension, placement in ineligibility status, or proposal for debarment whether due to such statuses under action taken by Treasury pursuant to the regulations at 2 CFR 2424, or by any other comparable Federal government action and to (2) such statuses which are not government-wide, but which rather are limited to inclusion on a comparable department-wide list.

The Subrecipient shall submit to the City a certification regarding debarment or proposed debarment under 48 CFR Part 1, subpart 9.4, suspension, ineligibility and voluntary exclusion, and in conformance to the instructions thereon.

The Subrecipient shall require all parties who stand in a lower tier relationship to the Subrecipient, if any, to submit said certification to the Subrecipient, if such lower tier relationship is a covered transaction defined at 2 CFR 2424.300. The Subrecipient shall

also require all parties who occupy a position with the Subrecipient defined at 2 CFR 2424.300 as a principal to submit said certification to the Subrecipient. The Subrecipient shall immediately notify the City if, pursuant to the requirements of any such certification received by the Subrecipient the party who had submitted said certification notifies the Subrecipient, or the Subrecipient otherwise learns that said certification is erroneous or has become erroneous by reason of changed circumstances.

The Subrecipient shall require all Subrecipient agreements, contracts, and subcontracts under this Agreement to contain a provision comparable to this Section.

22.17 The payments under this Agreement are contingent upon receipt of grant funds by the City. The City of Detroit reserves the right to delay payment until receipt of adequate federal funds from the Federal government grantor agency, without penalty or interest.

22.18 Duplication of Benefits. The Subrecipient must comply with Treasury's requirements for duplication of benefits, imposed by Federal Register notice (FR-6218-N-01), and all other applicable rules and regulations. The Subrecipient shall carry out the activities under this Agreement in compliance with the City's policy and procedure to prevent duplication of benefits

22.19 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the City may contract with other consulting firms and that the Subrecipient is free to render the same or similar advisory services to other clients as long as such advisory services do not interfere with Subrecipient's ability to perform its obligations under this Agreement.

22.20 The Subrecipient warrants that it is currently registered to do business in the State of Michigan and consents to service of process at the address stated in Section 21.01, "Notices."

IN WITNESS WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as follows:

CITY OF DETROIT
Housing and Revitalization Department

BY: Julie Schneider

Print: _____

ITS: Director.

SUBRECIPIENT:

BY: Michele R Robinson

Print: Michele R. Robinson

ITS: Executive Director, Green & Healthy Homes

Approved by Detroit City Council on:

Chief Procurement Officer

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

Corporation Counsel

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE DETROIT CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.

EXHIBIT A
SCOPE OF SERVICES
Wayne Metropolitan Community Action Agency (Wayne Metro)
ARPA/NIF: Neighborhood Beautification Grant
2022-2025

During the term of this Agreement, the Subrecipient, **Wayne Metropolitan Community Action Agency (Wayne Metro)**, shall provide public service activities herein called the "Project" or the "Services", in order to provide Program Administration for the Detroit Neighborhood Beautification Grant Program to the City of Detroit Housing and Revitalization Department (HRD).

1. GENERAL REQUIREMENTS

The Services shall be performed as scheduled and, in the manner specified herein, unless an exception is otherwise approved by the City in writing.

Services shall be public and be provided to Detroit residents organized as eligible entities to conduct beautification projects in their neighborhoods.

Though services hereunder may be targeted to a particular subpopulation or problem area, Wayne Metro must abide by the provisions of Article 9 (Compliance with Laws and Security Regulations) and Article 10 (Fair Employment Practices and Nondiscrimination Requirements) of this Agreement. Therefore, Wayne Metro, in the provision of services hereunder, shall not discriminate against any otherwise qualified person applying for the Services, nor give preference to persons, nor limit provision of Services to persons, based solely on factors of race, ethnicity, gender, age, handicap, disability, sexual orientation or religion.

2. ARPA NATIONAL OBJECTIVE CRITERIA

The Interim Final Rule permits a broad range of services intended to help disproportionate communities who were further impacted by the COVID-19 public health emergency. The Neighborhood Beautification Program falls under the category of Services to Disproportionately Impacted Communities.

The Neighborhood Beautification Program will support Detroit-based neighborhood associations, non-profit organizations, block clubs, and similar organizations, to repurpose vacant lots (spaces) to serve as community connectors, designed with shade, greenery, seating, plenty of space to socially distance, and with areas that enrich and expand the live-work-play experience throughout neighborhoods and the city. In addition, this program seeks to invest funding in public outdoors spaces located in disadvantaged communities that typically see less investments in their neighborhoods. Investing in disproportionately impacted communities will help address the increased health disparities often experienced in low-income communities. Specifically, as detailed in the SLFRF- Final Rule, conversion of unused lots and abandoned spaces will occur in "qualified census tracts areas or low-income communities to promote healthier living environments."

The Neighborhood Beautification Program will support, and will license or sell land to Detroit-based neighborhood associations, non-profit organizations, block clubs, and similar organizations, to repurpose vacant lots (spaces) to serve as community

connectors, designed with shade, greenery, seating, plenty of space to socially distance, and with areas that enrich and expand the live-work-play experience throughout neighborhoods and the city. Upon completion of NIF-funded projects, project sites temporarily held by the program administrator may be either licensed to the awarded beneficiary for a specific agreed upon time or sold and transferred to the awarded beneficiary subject to certain deed restrictions. All land-based projects supported under this agreement are subject to City of Detroit land maintenance and blight ordinances. All land must be maintained as outlined in the beneficiary agreement. This is a recoverable grant program. The awarding agency is subject to the Code of Federal Regulations 2 CFR 200.311 (Real Property) as it relates to the disposition of real property. This program is set to play a pivotal role in demonstrating the City of Detroit's commitment to its neighborhoods.

The entities who will be receiving the neighborhood beautification grant funding, as determined eligible by the Wayne Metro in consultation with the City, will be considered beneficiaries of ARPA funding. The beneficiaries will receive a direct benefit as a result of experiencing public health impacts or negative economic impacts as a result of the COVID-19 pandemic. The beneficiaries are not subject to the same monitoring and reporting requirements; however, the funding agreement may include stipulations on how the funding is spent and final work acceptance by The City of Detroit.

3. SERVICES TO BE PERFORMED

During the term of this Agreement, Wayne Metro shall provide Program Administration services and make best efforts to disperse 150 neighborhood beautification grants to beneficiary neighborhood groups of the City of Detroit from April 15, 2022, to December 31, 2024. The Neighborhood Beautification Grant amount will be awarded in amounts from \$500.00 to \$15,000.00

Covid-19 has prompted a shift to healthier cities that emphasize access to public outdoor spaces to help combat feelings of social anxiety and loneliness. Social distancing may be a sign of the times, but public space presents a timeless value that can enhance the spaces that define a community's collective urban experiences.

The Neighborhood Beautification Beneficiary Program encourages community organizations to imagine how they can repurpose vacant lots (spaces) to serve as community connectors, designed with shade, greenery, seating, plenty of space to socially distance, areas that enrich and expand the live-work-play experience throughout the neighborhoods and the city. This Initiative will play a pivotal role in demonstrating the City of Detroit's commitment to its neighborhoods. The Neighborhood Beautification Beneficiary Grant Program will fund neighborhood, land-based projects that fall under three categories: Clean-Up Activities, Community Gardens, and Public Space Activities. Examples include vacant lot and alley clean up and activation, graffiti removal/street clean up, litter removal, raised-bed flower gardens, living fences, tree planting, vegetable/community gardens, community- owned and managed park improvements, park, and playground seating, gathering (pocket parks), playground/park enhancements, art installation, and tree planting.

Targeted Community - The target audience is Detroit-based neighborhood associations, block clubs, faith-based organizations, and non-profit organizations. These entities can apply for funding to repurpose/beautify City-owned or controlled lots in their neighborhood

or where the organization currently owns land. Projects will be funded across the City of Detroit in all City Council districts.

Eligible Organizations - Organizations eligible to apply for this opportunity include: City of Detroit Block Clubs and nonprofit, tax-exempt community organizations (Incorporated and in good standing within the State of Michigan). Community-based neighborhood associations that do not have 501(c)3 designations are encouraged to partner with eligible 501(c)3 nonprofits. Applicants must meet all Threshold Requirements to be eligible for funding. Applicant must demonstrate

- Organization must have an operating board of at least three (3) members
- The organization is 501(c)(3), Tax-Exempt Non-Profit, or identifies a partner 501(c) 3 organization
- Organization has no unresolved audit findings and tax issue
- Organization submitted the most recent fiscal year cash flow statement, financial statements, if available
- 2021 - 2022 Michigan Annual Nonprofit Report
- Articles of Incorporation and Bylaws
- Certificate of Good Standing
- Ability to apply for the grant via on-line application and submit satisfactory documentation to receive funding.

Eligible Projects - Eligible projects are limited to the following three categories (1) Clean-Up Activities (2) Community Gardens, and (3) Public Space Activities: eligible projects must further:

- Demonstrate capacity to comply with program guidelines.
- Submit a clearly defined scope of work and budget.
- Have realistic and achievable goals.
- Demonstrate clearly defined success and performance standards/metrics/outputs and outcomes.
- Maximize positive impacts in the community it serves.
- Address community need relative to alleviating Covid-19 affects

All projects and applicants must be located in the City of Detroit, registered with the City of Detroit Department of Neighborhoods District Office, and must be sponsored by organizations with defined boundaries within a specified neighborhood district. Non-profit 501c3 organizations must be partnered with a block club or neighborhood association to apply.

Summary of Project Tasks - In partnership with the City of Detroit Housing and Revitalization Department (HRD), the Wayne Metro will be responsible for Program Administration of the neighborhood beautification grant program including pre-award, post award, and award close out activities as outlined in the below table:

Task 1: Pre-Award Activities and On-going Project Administration

Throughout the term of the agreement, Wayne Metro will provide ongoing Program Administration services and deliver ongoing administrative support in coordination with City of Detroit HRD, including:

- Assign a Wayne Metro Staff Member as a single point of contact to HRD.
- Provide status update calls/meetings with HRD leadership and staff, as determined.

- Provide regular status reports to share with HRD staff and leadership, as determined.
- Conduct ongoing engagement with applicant beneficiaries, as needed, including but not limited to assistance with creation of Limited Liability Companies to act as fiduciary agents for beneficiaries.
- Collaborate and coordinate with other stakeholders and staff, including HRD and other designated City departments or authorities, and Subrecipient program, accounting, and grants management departments, as needed in order to organize work streams and to maximize the quality and impact of the program.
- For ARPA funded improvements only, agree to hold the license or deed for project sites until the project is complete. Wayne Metro agrees to hold the deed or license and convey the deed containing deed restrictions upon completion of project.
- For NIF funded projects where the deed or license is held or controlled by the City of Detroit, the license or deed for project sites will not be transferred to the beneficiary through the completion of the project.
- No NIF funding will be used to improve lots owned by non-City entities.
- Establish funding timeline, execution of duties, and procedure for close-out of beneficiary grants.
- Agree to partner with organizations not awarded 501(c) 3 tax status with Wayne Metro acting as their fiduciary to meet the 501(c) 3 beneficiary award requirements.
- Agree and execute the beneficiary agreements.

Task 2: Partner with the City of Detroit on Post-Award Activities

Task 2A. Kick-off Meeting

Upon receiving notice to proceed, Wayne Metro will conduct a work session to confirm shared understanding of the project goals, timeline, and objectives to ensure consensus. During this meeting, we will discuss ways of working, including criteria for prioritizing tasks, decision points, and communication protocol.

Task 2B: Create Notice of Funding Availability/Online Application

In collaboration with the City of Detroit HRD, Wayne Metro will create a Notice of Funding Availability/Online Application for the City of Detroit Neighborhood Beautification Program. The documents will comply with the City of Detroit, Federal ARPA Awarding criteria, and Wayne Metro grant making practices, and will include a detailed overview of the funding opportunity, merit-based review process, specific requirements, budget instructions, project deadlines, along with clearly defined milestones and dates, and the submission instructions and contact information.

Task 3: Conduct Post-Award Grant Disbursement & Monitoring Activities

Task 3A: Host Information Sessions

In coordination with City of Detroit HRD and other designated City departments, Wayne Metro shall:

- Promote funding opportunities through social media channels, resident advisory councils, neighborhood association meetings, etc.
- Announce and issue the Notice of Funding Availability/Online Application

for the Neighborhood Beautification Program.

Task 3B: Technical Assistance through Program Assistant Liaison (PAL)

Based on the identified needs of the organizations, Wayne Metro will support each Beneficiary by providing them with a **Program Assistant Liaison (PAL)**. PALs are high-performing Subrecipient staff who will serve as peer collaborators and thought partners with organizations funded through the City's Neighborhood Beautification Beneficiary Program. The role of the PAL is to help facilitate communication, clarify program requirements, monitor project progress, and ensure Beneficiaries are getting the resources they need. PALs may also connect Beneficiaries to custom offerings of technical assistance and training opportunities based on its current internal skills and expertise. Offerings include, but are not limited to, grant writing, program design, record keeping, financial reporting, and overall grant management. Additionally, there may be opportunities to partner with other organizations or initiatives to make additional training available.

Task 3C: Make Grants to Eligible Beneficiaries

Wayne Metro will:

- Collect and review process, which includes acceptance of applications, merit-based evaluations of proposed beneficiaries and applications, and awarding of application process.
- Create with City of Detroit input, the execution of the beneficiary agreements with Wayne Metro and the beneficiaries.
- Disburse funds to eligible beneficiaries in accordance with grant agreements.

Task 3D: Financial Management & Grant Compliance

Wayne Metro, through its PALs, will coordinate with the accounting and grants management teams to monitor the grants throughout the engagement in an effort to identify any potential challenges before the final reports are due ensuring expenses are allowable and well-documented in accordance with City of Detroit policies.

Wayne Metro uses Sage Intacct for their accounting system. All programs are segregated by different program codes. If a program needs additional segregation of funds within a program, class codes are added. In this agreement, one class code will be used for ARPA funds for non-City owned or controlled property, and another for NIF funds for ~~use only on~~ City owned or controlled property. Wayne Metro can easily track and report the funds separately. Administrative costs for Wayne Metro will be charged to the NIF class code.

In addition, Wayne Metro will:

- Process and track each grant's expenditures via an established financial reporting system and provide guidance and technical assistance, as needed.
- Submit monthly expenditures reports and supporting documents, which will be reviewed by HRD for disallowed activities (prior to reimbursement), on or before the last day of each month.

- Establish pre/post and award close-out activities and provide ongoing Program Administration services, as well as deliver other ongoing administrative support.
- Update timeline as necessary and communicate changes to HRD staff.
- Assist grantees with any needed applications, as needed.
- Communicate with beneficiaries regularly and work with beneficiaries to ensure funds are responsibly used.
- Collect financial information to ensure expenditures are tracked appropriately.
- Collect and evaluate reports, and make site visits, as needed, to ensure projects are on track and being managed appropriately.
- Establish separate program codes for each grant to account for disbursement.

Task 4: Award Close-out

An award closeout is the final reconciliation and reporting of expenses and activities. This involves reviewing project expenditures, resolving open commitments, collecting Grantee documents, and preparing required final reports and deliverables for submission to HRD including:

- Ensure final reports are submitted.
- Evaluate the effectiveness of the final project program impact and outcomes. Determine final allowable costs.
- Submit reports to HRD as required by the terms and conditions of the award.
- For ARPA-funded grants only, transfer deed for project site to grant awardee, and hold license/Deed per contractual agreement.

4. BUDGET NARRATIVE

Personnel (\$144,122) - Job descriptions and credentials for all personnel providing services hereunder shall be kept on file by the Wayne Metro and shall be available for review by the City.

One (1) Grant Accountant III (1 x \$33.65 per hour x 4.93 hrs/week x 156 weeks = \$25,883) billed to Detroit ARPA/NIF. Remaining hours billed to other sources) – Responsible for subrecipient financial reporting requirements, including but not limited to collection of paid receipts, payroll records, and compilation of reimbursement requests.

One (1) Program Director (1 x \$43.19 per hour x 4.93 hrs/week x 156 weeks = \$33,217) billed to Detroit ARPA/NIF; Remaining hours reimbursed by other sources) – Responsible for oversight of the development, implementation, communication, and evaluation of Participatory Grantmaking programs at the Agency, including Detroit Neighborhood Beautification Program.

One (1) Program Manager (1 x \$30.40 per hour x 4.93 hrs/week x 156 weeks = \$23,380) billed to Detroit ARPA/NIF; Remaining hours reimbursed by other sources) - Responsible for the cultivation and support neighborhood organizations and their leaders by providing community engagement opportunities, capacity building and grant opportunities. Manages day-to-day operations of participatory grant-making programs that provide funding from \$1,000 to \$50,000. Works closely with the Agency's Regional Advisory Councils (RACs, made up of community volunteers that offer guidance and act as ambassadors for agency programs.

Three (3) Program Coordinators: (2 @ \$26.53 per hour x 4.93 hrs/wk x 156 weeks = \$40,808 and 1 @ \$27.09 per hour x 4.93 hrs/wk x 156 weeks = \$20,834) to be billed to Detroit ARPA/NIF; Remaining hours reimbursed by other sources) - Responsible for coordinating day-to-day relationships with beneficiaries, conducting outreach, providing technical assistance related to application process, collection and review of necessary documentation to ensure eligibility and accurate disbursement of grants to beneficiaries.

Benefits (\$43,237) - (\$277.16 * 156 weeks = \$43,237) billed to Detroit AREA/NIF for Six (6) staff allocated as above - Based on 30% of each personnel cost billed to ARPA/NIF. Benefits made up of 18.24% Health Benefits, 3.96% Retirement Benefits, 0.72% Worker's Comp Benefits, 3.43% Unemployment Benefits, and 7.65% FICA.

Occupancy (\$3,116 over 3 years) - (\$206 per month x 12 months x 0.78FTE) = approx. \$152.36 per month) billed to Detroit ARPA/NIF for allocation of lease expense for 7310 Woodward Avenue, Detroit to Six (6) staff assigned to ARPA/NIF. Copy of lease provided.

Communications (\$4,127 over 3 years) - (\$117 per month x 12 months x 0.78FTE) = approx. \$86.55 per month billed to Detroit ARPA/NIF for telephone/cell phone charges, postage, printing, and copying expense

Office Supplies (\$558 over 3 years) - (\$21 per month x 12 months x 0.78FTE) = approx. \$15.50 per month to be billed to Detroit ARPA/NIF - Purchases such as paper, folders, envelopes, pens, highlighters, toner, postage, etc. are pooled and purchased in an effort to reduce costs.

Accounting/Insurance (\$2,770 over 3 years) - (\$104 per month x 12 months x 0.78FTE) = approx. \$79.94 per month to be billed to Detroit ARPA/NIF)- This allocation of cost represents a share of accounting, audit, payroll systems, and insurance.

Miscellaneous (\$25,712 over 3 years) to be billed to Detroit ARPA/NIF— Additional program eligible costs not included above such as additional program supplies, printing, licenses, legal due to LLC requirement, translations services.

Grant Awards to Beneficiaries 2,250,000.00 over 3 years) to be billed to Detroit ARPA/NIF - Neighborhood Beautification grants with a maximum amount of \$15,000 awarded and a minimum award of \$500.00 to eligible beneficiaries.

To ensure that the cost allocations listed above are in accordance with 2 CFR 230 "Cost Principles for Nonprofit Organizations" and that the allocations are reasonable, the Subrecipient's audit firm performs periodic examinations of the cost allocation plan and reimbursement requests for federal programs that have cost pools allocated to the program.

5. PERSONNEL

Personnel performing the Program Administration services for neighborhood beautification grants will have required skills. Job descriptions and credentials for all

personnel providing the services hereunder shall be kept on file by the Wayne Metro and shall be available for review by the City.

Grant Accountant III - Eric Zucker

Responsible for Wayne Metro financial reporting requirements, including but not limited to collection of paid receipts, payroll records, and compilation of reimbursement requests. Eric brings in over a decade of non-profit grant and accounting experience. He has experience working with HUD, MSHDA, County and DHS grants. He has been in charge of all financial aspects of nonprofits that he has been involved in. He has worked with auditors for company's financials along with working with HUD audits.

Program Director - Daija Butler

Responsible for oversight of the development, implementation, communication, and evaluation of Participatory Grantmaking programs at the Agency, including Detroit Neighborhood Beautification Program. Under Daija's leadership, Wayne Metro has formalized its Participatory Grantmaking programs with a total budget of approximately \$10 million. Projects within Participatory Grantmaking include the Regional Advisory Councils (RACs), Seeding Wayne County Grant, Detroit Resident's First Fund, Grow Wayne County Grant, Community Corps Volunteer Program, Program Assistant Liaisons, and Strategic Impact Grant. She also serves as the Board Chair for the Out-Wayne County Continuum of Care (CoC). While in this role, Daija has assisted the CoC in securing approximately \$6.8 million in federal funding, a \$1 million increase for the previous grant year. Daija brings nearly ten years of experience in systems planning, compliance and data quality, and community engagement.

Program Manager - Jordan Mulka

Responsible for the cultivation and support of neighborhood organizations and their leaders by providing community engagement opportunities, capacity building and grant opportunities. Manages day-to-day operations of participatory grant-making programs that provide funding from \$1,000 to \$50,000. Convenes the Agency's Regional Advisory Councils (RACs), made up of community volunteers that offer guidance, as ambassadors for agency programs and act as review board for the Seeding Wayne County Grant Program. Jordan brings over a decade of experience working in the non-profit sector serving organizations ranging from grassroots to anchor institutions. Her work has spanned across community organizing, youth and adult education, and community development.

Program Coordinator - Janlynn Miller

Responsible for day-to-day program implementation for participatory grantmaking initiatives including managing daily interactions and communications with beneficiaries, conducting outreach, providing technical assistance related to application process, collecting, and reviewing necessary documentation to ensure eligibility and accurate disbursement of grants to beneficiaries. Janlynn will leverage her experience relationship building with small businesses, schools, governmental agencies, and community organizations to create collaborations that foster upward mobility in low-income communities.

Program Coordinator - Joseph Middlebrooks

Responsible for day-to-day program implementation for participatory grantmaking initiatives including managing daily interactions and communications with beneficiaries, conducting outreach, providing technical assistance related to application process, collecting, and reviewing necessary documentation to ensure eligibility and accurate

disbursement of grants to beneficiaries. Joseph has worked in the non-profit sector since 2014. His work has spanned across community organizing, resident engagement, and community development.

Program Coordinator - Kevin Finch

Responsible for day-to-day program implementation for participatory grantmaking initiatives including managing daily interactions and communications with beneficiaries, conducting outreach, providing technical assistance related to application process, collecting, and reviewing necessary documentation to ensure eligibility and accurate disbursement of grants to beneficiaries. Kevin has four years of experience building cross-organizational relationships for nonprofits and their stakeholders. He is driven by challenges to simplify complex workflows and break down data. He is creative in problem solving and issue mitigation.

6. PROGRAM LOCATION (S) AND OPERATIONS SCHEDULE

The Subrecipient's project administrative offices are located at **7310 Woodward Ave, Suite 800 Detroit, MI 48202**. Administrative hours for the Program Administration services will be Monday-Friday 8:30am – 5:00 pm.

Services will be provided virtually and in-person to the extent possible. Privacy and confidentiality of applicants will be maintained at all times according to Wayne Metro operating guidelines. To the extent possible, the Subrecipient shall provide a safe and healthy environment for Project activities hereunder. All applicable occupancy permits, fire inspection reports, elevator inspection reports, and/or other building or health code permits, licenses and certificates shall be posted in a conspicuous place on the Wayne Metro's premises which constitute a base of operations for Project Services.

7. PERFORMANCE SCHEDULE

During the term of this Agreement the Wayne Metro shall make best efforts to make 50 grants per year to eligible Beneficiaries for a total of 150 grants over three (3) years.

Month 1 April 21st – May 31st

- Assign a Wayne Metro Staff Member as a single point of contact to the City. Conduct a kick-off meeting and weekly meetings thereafter.
- Partner with the City to create the application, prepare NOF/grant guidelines, determine grant timeline, and review process and cadence.
- Work with the City to create fliers, messaging, and communications plan for application release. Coordinate website updates.
- In partnership with the City, Wayne Metro will begin to create internal process for providing technical assistance regarding LLC procurement.
- Wayne Metro will prepare an internal award and payment process.
- Partner with City to schedule & design pre-application workshops to help ensure thorough understanding of the application and timely submission of proposals.
- Release the application on May 24th.

Month 2: June 2022

- Promote the opportunities to eligible groups through social media channels,

- resident advisory councils, and Wayne Metro's extensive network of partners.
- Create a template beneficiary agreement to be executed between Wayne Metro and beneficiaries; obtain final approval on the template from the City of Detroit.
- Implement pre-application workshops and provide technical support to applicants; Provide TA for LLC procurement.
- Establish separate program codes for each grant to account for disbursement.
- Contingent upon receiving applications, begin rolling merit-based review of applications including vetting of applicants, and a joint review of applications with the City to make final award determinations.
- Contingent upon award decisions, begin rolling implementation of award process to include notification, beneficiary agreements, execution, and collection of necessary documentation from beneficiaries.
- Begin disbursing funds in accordance with beneficiary agreements.
- Schedule and plan post-award trainings.

Month 3: July 2022

- Implement post-award meetings to train beneficiaries on payment process, ineligible expenses, grant reporting requirements, and grant timeline.
- Wayne Metro will identify and train staff to act as Program Assistant Liaisons to be paired with beneficiaries.
- Collect and track each grantee's receipts via established financial reconciliation for Beneficiaries.

Month 4: August 2022

- Program Assistant Liaisons will monitor project implementation and provide resource navigation to beneficiaries

Ongoing between Months 5-12: September 1, 2022-April 21st, 2023

- Promote the opportunities to eligible groups through social media channels, resident advisory councils, and Wayne Metro's extensive network of partners
- Applications accepted on rolling basis - review, document collection, award process, MOU execution and disbursement of funds.
- Implementation of post award training to inform beneficiaries on payment process, ineligible expenses, grant reporting requirements and grant timeline.
- Provide TA for LLC Procurement
- Maintain beneficiary reporting system to track project outcomes and provide guidance and technical assistance as needed
- Submit monthly reimbursement requests and supporting documents, which will be reviewed by the City for allowable expenditures, on or before the 15th of each month

Month 11- Month 12: March 1 2022 - April 21 2023

- Wayne Metro and the City will plan and implement a celebration of beneficiary work and program impact
- Document and share program impact and lessons learned

Months 13-36, Same as above.

8. ANNUAL MEASURABLE PROJECT OUTCOMES

During the term of the Agreement, the Wayne Metro shall measure program success as measured by:

- Number of grants awarded and completed
- Number of lots beautified
- Number of lots licensed to non-profits
- Number of projects completed
- Satisfaction Level of customers/clients/residents (impact)
- Increased number of outdoor gathering spaces in neighborhoods
- Decrease in slum and blight

The Wayne Metro expects the following outcomes as a result of successful implementation:

- Increased opportunity for non-profits, neighborhood block clubs, and neighborhood associations to develop, license or own land-based projects in their neighborhoods.
- Increased safe and open spaces for gathering in residential neighborhoods via reduction in blight, dumping, and less illegal and dangerous activity.
- Increased physical components in neighborhoods (green ground cover, bushes, trees, flower beds, etc.), and urban green spaces (small pocket parks).
- Increased property values.
- More outdoor play, physical activity, and greater cohesion in communities.

9. REIMBURSEMENT FOR PROGRAM ADMINISTRATION ACTIVITIES

Wayne Metro will submit requests for an advance payment upon execution of the Subrecipient agreement as outlined below:

Advance Payment amounts for year one (1) shall not exceed:

\$75,000.00 for Administrative Cost
\$750,000.00 for Beneficiary Grant Awards

Advance Payment amounts for year two (2) shall not exceed:

\$75,000 for Administrative Cost
\$750,000.00 for Beneficiary Grant Awards

Advance Payment amounts for year three (3) shall not exceed:

\$75,000 for Administrative Cost
\$750,000 for Beneficiary Grant Awards

Wayne Metro shall submit Reimbursement Requests for Program Administration and Beneficiary Grant Expenditures monthly. Monthly reimbursements shall include a credit toward the advance in an amount mutually agreed upon by the Wayne Metro and the City of Detroit. The amount shall be included in the invoice letter and shall be deducted from the Reimbursement amount until paid in full.

EXHIBIT B
Budget
Wayne Metropolitan Community Action Agency
ARPA/NIF: Neighborhood Beautification Grant
2022-2025

Complete the following budget form for the requested public service activity:	Year 1 ARPA	Year 1 NIF	Year 2 ARPA	Year 2 NIF	Year 3 ARPA	Year 3 NIF	Total Project Cost
Grant Accountant III		\$8,628		\$8,628		\$8,627	\$25,883
Program Director		\$11,073		\$11,072		\$11,072	\$33,217
Program Manager		\$7,794		\$7,933		\$7,793	\$23,520
Program Coordinator		\$6,802		\$6,801		\$6,801	\$20,404
Program Coordinator		\$6,945		\$6,945		\$6,944	\$20,834
Program Coordinator -		\$6,802		\$6,801		\$6,801	\$20,404
Benefits (30% of Total Personnel		\$14,413		\$14,412		\$14,411	43,236
Occupancy (\$206 per month x 12 months x 0.78FTE) = approx. \$152.36 per month		\$1,829		\$1,828		\$1,828	\$5,485
Communications (\$117 per month x 12 months x 0.78FTE) = approx. \$86.55 per month		\$1,039		\$1,039		\$1,038	\$3116
Supplies (\$21 per month x 12 months x 0.78FTE) = approx. \$15.50 per month		\$186		\$186		\$186	\$558
Accounting/Insurance (\$104 per month x 12 months x 0.78FTE) = approx. \$79.94 per month		\$924		\$923		\$923	\$2,770
Miscellaneous expenses		\$8,565		\$8,432		\$8,576	\$25,573
Sub Total	0	\$75,000	0	\$75,000	0	\$75,000	\$225,000
Grant Awards to Beneficiaries	\$500,000	\$250,000	\$500,000	\$250,000	0	750,000	\$2,250,000
Total ARPA/NIF Budget	\$500,000	\$325,000	\$500,000	\$325,000	\$0	\$825,000	\$2,475,000

EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

"City Charter § 4-122, 1 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four years. Individuals shall also list any contributions or expenditures from their spouses."

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

[illegible]

Exhibit D

PAYMENT/REIMBURSEMENT PROCEDURES AND REQUIREMENTS

The Subrecipient will establish an accounting system tracking the budget and expenses distinguishing between ARPA funding and NIF Funding. The Subrecipient shall only use NIF Funding for property owned or controlled by the City and shall use APRA Funding first for property not owned or controlled by the City, and second, after approval by the City, for property owned or controlled by the City. The following procedures shall be followed by the Subrecipient to facilitate the request for reimbursement of funds expended for budgeted items in performance of the Agreement. The Subrecipient shall submit all requests for reimbursement **by the 15th of each month**. Requests for reimbursement shall be made monthly unless the City approves a different time interval for submission. All final reimbursements shall be submitted within 90 days of expiration of the contract or by **(date)** unless the City approves a different time interval.

(1) The Subrecipient shall submit electronically **one original** of an Invoice that contains the following items of information:

- A. A letter of transmittal on the Subrecipient's letterhead that:
 - provides the Subrecipient's legal name and Federal Employer I.D. Number,
 - states the total requested amount;
 - specifies the time period covered by the invoice;
 - specifies the Agreement Number;
 - specifies the amount of Indirect Costs included, if any;
 - specifies the amount to be credited toward the Advance,
 - reports all program income earned; and
 - is signed by an authorized representative of the Subrecipient.
- B. A budgetary status report in the format of the sample attached hereto as Exhibit L, which includes appropriate line items for Indirect Costs (if any) and the Advance (if any) and line items to report Program Income and Interest earned on the Advance (if any);
- C. A check register listing the direct cost expenditures for the period listed in account order (see sample attached hereto as Exhibit K);

All items of expenditure listed on the check register shall be accompanied by invoices and receipts or other appropriate backup information, in check register order. The City may, in its sole discretion, and at its option, provide the Subrecipient with notice that cancelled checks will be additionally required to backup expenditures should the City decide it necessary. Unless otherwise notified, backup information shall be prepared as follows:

Receipts and Invoices - Copies of receipts and invoices shall be submitted in check register order. They shall include the date paid and the check number, and be signed or initialed by an authorized representative of the Subrecipient.

- D. Each submission shall contain a payroll register as per item d4 of Exhibit J attached hereto and made a part hereof) following the instructions given in Exhibit J (attached hereto and made a part hereof) and utilizing the form found attached hereto as a sample as Exhibit J ADP payroll or similar information acceptable to the City may be substituted for the Exhibit H form if it contains essentially the same information categories.
- Personnel and payroll costs shall be backed-up with the Time Distribution Summary (Exhibit N hereof). Unless the City specifically requests the Subrecipient to submit time-related records for its review, time sheets, timecards, tax withholding records and other such records shall be kept on file by the Subrecipient in its offices to back up all personnel and payroll charges.

- F. The signature of the Subrecipient's authorized representative is required on the forms to be submitted under paragraphs A, B, C, D, and E above.
2. The Subrecipient shall also submit together with each payment request, or at such time otherwise prescribed by the City Project Manager:
- Performance Schedule, attached hereto as samples Exhibits E and E-2 respectively. If performance, or submission of Performance Schedules under this Agreement should fall behind by 60 days or more with respect to the Performance Schedule of this Agreement, then in accord with Article 6 hereof, the City may, within its reasonable discretion, suspend payment in whole or in part to the Subrecipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.
3. Any submission that does not comply with these procedures and which does not include all of these required supporting documents, may be returned to the Subrecipient with a Letter of Deficiency stating the reason for return. Reimbursement processing in full or in part will not begin by the City until an acceptable invoice with sufficient supportive documentation is received.
4. Requests for reimbursement for contract years must begin to be submitted to the City within 90 days of contract execution or the start of the contract term whichever is later and must be submitted monthly thereafter.
5. All request for reimbursement must be for expenses incurred or purchases made during the term of the contract.
6. No request for reimbursement may be submitted later than Ninety (90) days after the termination date of the contract.
7. The City reserves the right, without compliance with Article 17 of this Agreement, to amend any of the above items or to add or to delete items, if experience, technological advances, Grantor Agency mandate, or other pertinent issues should make such a change, addition, or deletion reasonable and/or necessary.
8. Indirect costs (if any) listed on Budget (Exhibit B), shall be paid, pending City approval of the Subrecipient's indirect cost proposal, as follows:
- A. The approved indirect cost percentage shall be multiplied by the Subrecipient's direct costs for the period.
 - B. This sum shall be added to the total direct costs documented and approved for that period.
 - The indirect cost calculation shall be shown as the last item on Exhibit I, the check register.
 - Should the City disallow any direct costs from the request, and then the City shall recalculate and reduce the indirect costs accordingly.
-

Exhibit E

Reporting Requirements

Project Specific Progress Reporting

Monthly metrics will be submitted by the 15th day of each month. Monthly reporting requirements include the following:

Monthly Outputs	QTY
Number of applicants for Neighborhood Beautification grant	
Number of grants awarded and completed	
Number of lots beautified	
Number of lots licensed to Block Clubs	
Number of projects completed, and deeds sold to Block Clubs	
Number of new outdoor gathering spaces in neighborhoods	

For each site the Subrecipient will provide:

- Photos taken before, during, and after lot improvements for each beneficiary award. If individuals are included in the photos, informed consent is required¹.

Additional Reporting Requirements:

- The subrecipient will systematically collect limited, anecdotal information from program participants¹ on a monthly basis to include in project reporting. For example, provide a quote from a block club about how partaking in the program is improving their life since the pandemic. This should also include the impact of the program on the community and the level of decrease in slum and blight in the area.
- The subrecipient will provide not fewer than 5 photos of key project activities that have been fully authorized for use and/or publication (e.g., City of Detroit website) – on a quarterly basis.

The Department and the Subrecipient will meet monthly and additionally as needed to review project progress and outputs/ outcomes.

Project and Expenditure Reports to U.S. Treasury are submitted quarterly.

FOR REPORTING	VENDOR DEADLINE FOR
---------------	---------------------

¹ Program staff should collect documentation on participant informed consent for all evaluation activities. Informed consent implies that two requirements have been met: (1) that research participants have been informed about the essential elements of the research, including the risks and benefits of participation, and have understood the information; and (2) that they have given their consent to participate. Maintain participant confidentiality for qualitative (e.g. interviews) or quantitative (e.g. surveys) evaluation activities. Confidentiality means that some identifying information about a participant is collected from the survey and is available to city and/or program staff for the purposes of analysis (including any contract evaluators). For confidential surveys, program leadership must assure that individual responses (or personally identifiable information) will not be shared with others outside of the communicated purposes of survey for analysis and reporting. When a survey is described as confidential, aggregate and not individual data is reported. If individual comments are reported, they are not identified. The primary reason for confidential surveys instead of anonymous surveys is to connect survey responses with demographic information or other information available. Program leadership can and should assure confidentiality, not anonymity. Program staff will have access to individual responses, but program leadership shall not release any data or results tied to an individual, unless the use of individual data is approved by the respondent. Exceptions to non-disclosure are generally limited to imminent life-safety risks to the participant or others that result in referrals to qualified professionals (e.g. referral to mental health professionals in cases of disclosed risks of self-harm such as suicidal ideation).

PERIOD ENDING	QUARTERLY REPORT:
Sept 30	Oct 15
Dec 31	Jan 15
March 31	April 15
June 30	July 15

Quarterly reports must include:

- Project name, project ID, and expenditure code
 - A description of key project activities and the status of their completion
 - Project demographic information relaying whether the project serves an economically disadvantaged community.
- See questions and table below.

a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? Please select the population primarily served.

b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Please provide the number of project participants/Block Clubs which fall into each of these categories (understanding they may fall into more than one category).

	Impacted	Qty	Disproportionally Impacted	Qty
Assistance to Households	Low- or-moderate income households or populations ²		Low-income households and populations ³	
	Households that experienced unemployment		Households and populations residing in Qualified Census Tracts	
	Households that experienced increased food or housing insecurity		Households that qualify for certain federal programs ⁴	
	Households that qualify for certain federal programs ⁵		Households receiving services provided by Tribal governments	
	Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify)		Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)	

ARPA Program Progress Reporting

Annually, provide analysis of the work performed and results observed answering the following questions:

- How does this project contribute or promote a Vibrant and Beautiful City?
- What measures are in place to gauge successful achievement of the outcomes identified under this strategy?

² Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

³ Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

⁴ For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

⁵ For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

EXHIBIT F

DUPLICATION OF BENEFITS CERTIFICATION

Definition: Duplication of benefits occurs when any person, business or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance, or when Federal financial assistance is provided to any person, business, or other entity through a program for any part of such loss to which financial assistance is received under any other program, insurance or any other source for the same costs, and the total amount exceeds the total need for those costs.

Certification:

I, Michele R. Robinson hereby certify that federal funds awarded by the City of Detroit through ARPA does not exceed the need for assistance, duplicate other assistance received by the Subrecipient for the same purpose, or duplicate any funds from the following sources:

- The Paycheck Protection Program
- Unemployment Compensation Benefits
- Insurance claims/proceeds
- Federal Emergency Management Agency (FEMA) funds
- Small Business Administration funds
- Other Federal, State or local funding
- Other Non-Profit, Private Sector or Charitable funding

This certification serves to acknowledge that the Subrecipient understands and agrees that ARPA funds must be repaid if it is determined that such assistance is duplicative.

Name of Organization: Wayne Metro CAA

Authorized Representative's Signature: _____

Printed Name: Michele R. Robinson

Title: Executive Director, Green & Healthy Homes

Date: May 10, 2022



EXHIBIT G
Conflict of Interest Certificate

CONFLICT OF INTEREST CERTIFICATE

I hereby affirm that I have received copies of the provisions of the Code of Federal Regulations relevant to conflict of interest in regards to Subrecipient Agreements under the 2 CFR 200, Uniform Administrative Requirement, Cost Principles and Audit Requirement for Federal Awards, and I hereby Certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to the performance of this contract.

Name of Organization: Wayne Metro CAA

Name: Michele R. Robinson

(Print)

Signature _____
President of Board of Directors Date

Or authorized representative:

Signature Authorized Representative: Michele R Robinson

Title: Executive Director, Green & Healthy Homes 05/10/2022
Date

Exhibit H
Certification Regarding Lobbying

The undersigned certifies, to the best of his knowledge or 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 Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient's shall certify and disclose accordingly.

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 such failure.

Subrecipient Organization Name: **Wayne Metro CAA**
Detroit Employment Solution Corporation

Authorized Representative's Signature: Michele R. Robinson

Printed Name: Michele R. Robinson

Title: Executive Director, GHH

Date: 05/10/2022

EXHIBIT I: COVID & ARPA FEDERAL REQUIREMENTS

The City has obtained federal funding to augment its response to the COVID-19 pandemic. This Exhibit includes several regulatory provisions and clauses as required under 2 C.F.R. 200 and other federal regulations associated with the federal funding being provided under the Contract and is attached and incorporated by reference herein to the _____ **System Contract** No. _____ with **Wayne Metropolitan Community** Action Agency (the “Contract”).

All capitalized terms used herein and not otherwise defined in this Exhibit, shall have the meanings as designated in the Contract.

I. Procurement Policy

Procurement for the City of Detroit has provided a transparent, open, and fair opportunity for all eligible contractors to participate. This bid has been made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. The Subrecipient must have available contract or purchase order with the required approvals to receive payment for goods or services rendered. If the Contractor performs any work without a valid contract or purchase order, the Contractor will not be paid.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

II. Equal Employment Opportunity

In addition to the fair employment practices agreed to by the Subrecipient in Article 19 of the Contract, the Contractor hereby agrees as follows:

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

(a) The Subrecipient will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

(h) The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such City; and refer the case to the Department of Justice for appropriate legal proceedings.

III. Federal Compliance

(a) Consistent with the **Davis-Bacon Act (40 U.S.C. §§ 3141-3148)**, the parties agree all transactions regarding this Contract shall be done in compliance with the Davis- Bacon Act (40 U.S.C. §§ 3141- 3144, and §§ 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Subrecipient shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

- i. Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- ii. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- iii. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- iv. The Act provides that the Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. This subsection IV (a) is applicable only to the extent the Contract pertains to construction work.

(b) Consistent with the **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)**, the parties agree as follows:

- i. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
 - ii. Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
 - iii. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - iv. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - vi. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
-

- vii. The City of Detroit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.
- viii. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (i) through (iv) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.
- ix. This subsection IV(c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(c) Consistent with the **Clean Air Act (42 U.S.C. §§ 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387)**, the parties agree as follows:

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The Subrecipient agrees to report each violation to the City and understands and agrees that the Subrecipient or will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Subrecipient agrees to include these requirements in each subcontract in excess of \$150,000. The Subrecipient shall ensure each subcontract include provisions that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- iv. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- v. The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Consistent with the **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)**, and for contracts greater than \$100,000, the parties agree as follows:

i. Contractors who apply or bid for an award exceeding \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

ii. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal awardee.

(e) **Debarment and Suspension** (Executive Orders 12549 and 12689). A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

iii. This certification is a material representation of fact relied upon by the Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Contractor, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(f) **Procurement and Recovered Materials.**

i. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(g) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient, subrecipient or contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

EXHIBIT J

PAYROLL REGISTER INSTRUCTIONS

(Instructions for: Exhibit H Payroll Register)

Post pay data.

List employees and titles. Titles must conform to the budgeted positions.

Post gross salaries, corresponding taxes, and deductions where applicable.

Post net salaries.

Total the columns.

Deposit withholding taxes immediately upon paying salaries in accounts specifically set up for deposit of withholding taxes. The withholding tax deposit checks listed in the Check Register must correspond exactly to the total amounts in the payroll register. Withholding tax deposit checks shall only be reimbursable by the City if Subrecipient has no legal access to funds deposited in such accounts. Employer F.I.C.A. taxes should be listed separately on the check register.

The sum of the gross employee totals by title in the payroll register must correspond exactly to the budgeted "Personnel" line item "Contract Costs This Month" section of the Budgetary Status Report.

The net amounts in the payroll register must correspond to the net amounts listed in the check register.

EXHIBIT J-1
PAYROLL REGISTER (SAMPLE)

SUBRECIPIENT _____ Pay period - From: _____ to: _____
Agreement Number: _____

PAYROLL REGISTER

Check Date	Check No.	Employee	Title	Gross	NOF %	FICA Total/ NOF	Federal Total/NOF	State Total/NOF	City Total/NOF	Other Total/NOF	NET Total/NOF
Total	XXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX		XXXXXX						
Total NOF	XXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX		XXXXXX						

Prepared by: _____ Date: _____ Approved by: _____ Date: _____
Subrecipient's Authorized Representative

Note: NOF% is derived from Time Distribution Summary for each employee charged to NOF. The NOF percent, based on percentage of hours worked on NOF activities for the period, must be applied across the board to taxes, net pay and other fringes for each person and then be totaled for all persons.



EXHIBIT K
CHECK REGISTER
(SAMPLE)

Subrecipient Name _____ Period Ending _____ Agreement Number _____

Instructions: List checks in account number order. Transfer account subtotals of amount charged to appropriate line items on the Budgetary Status Report.

CHECK REGISTER					
Acct.	Check	Payee Name and Item	Check	Total Amount on the	Amount Charged to
				Total Direct Costs	

Approved Indirect Cost Rate _____ %
Indirect Costs Charged \$ _____
Total Charged \$ _____

Prepared by: _____ Date: _____ Approved by _____ Date: _____



EXHIBIT L
BUDGETARY STATUS REPORT

(SAMPLE)

Subrecipient Name: _____

Prepared by: _____ Date: _____ Authorized by: _____ Date: _____

Period Ending: _____ Agreement Number: _____

BUDGETARY STATUS REPORT						
Acct. Title	Acct. #	Total Prior Contract Costs	Contract Costs This Month	Total Costs Billed on Contract to Date	BUDGET	Contract Balance
Indirect Costs @ ____%						
Subtotal Program						
TOTALS						



EXHIBIT M
PRIVATE CAR MILEAGE REPORT
(SAMPLE)

SUBRECIPIENT _____ AGREEMENT NUMBER _____

Total Mileage on Agreement Business _____
(Mileage traveled from home to job or from job to home is not reimbursable)

Prepared by: _____ Approved by: _____ Date: _____

Subrecipient's Authorized Representative _____

PRIVATE CAR MILEAGE REPORT					
Date	Starting Odometer Reading	Ending Odometer Reading	Total Mileage	Employee=s Initials - Make & Year of Car: License Number _____	Destination or other explanation of purpose of trip (Explain how this mileage was related to NOF project activities,)

Prepared by: _____ Date: _____ Approved by: _____ Date: _____



Exhibit N
Time Distribution Summary

Subrecipient Name: _____

Period From: _____ To: _____

Agreement Number: _____

Prepared By: _____ Date: _____

Authorized By: _____ Date: _____

List All Personnel Charged to the Agreement and their work hours. Personnel listed must coincide with the payroll register. NOF of hours worked must be used to pro-rate charges for each individual employee's salary and withholding tax amounts charged to NOF and be shown on the payroll register calculations. The NOF % also applies to employer FICA taxes charged to this NOF Agreement.

Time Period	Name & Job Title	Hourly Rate	Total Hrs. Worked	NOF Hours Worked	NOF %
		\$			
		\$			
		\$			
		\$			
		\$			

Total All Hours: _____

Total Leave Hours, Holiday, Sick, Vacation for Period: _____