



Housing and Revitalization
Department

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June 29, 2022

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**Re: 2022-2023 Homelessness Solutions Program/ ESG and CDBG
Funds Subrecipient Agreements**

Honorable City Council:

On April 6, 2022, the City of Detroit ("City"), acting through its Housing and Revitalization Department ("HRD"), issued that certain ESG / CDBG 2022-2023 - Notice of Funding Availability ("Homelessness Solutions NOFA"). Through the Homelessness Solutions NOFA, HRD sought proposals from eligible organizations to subgrant Emergency Solutions Grant ("ESG") and Community Development Block Grant ("CDBG") funds to help address the urgent needs of residents who are homeless or at imminent risk of homelessness.

Eligible organizations must demonstrate experience and capacity to assist in one or more of the following areas:

- Street Outreach
- Emergency Shelters
- Warming Centers
- Rapid Re-Housing;
- Homelessness Prevention; and
- Data Collection

Based on the proposals received, HRD has made twenty-two (22) Subrecipient Agreement awards to those certain eligible organizations that meet the expectations and requirements of the Homelessness Solutions NOFA. In addition, HRD is proposing two non-competitive awards. The first is for Data Collection to the Homelessness Action Network of Detroit (HAND) as they have been designated the data lead for the homelessness Detroit Continuum of Care. The second award is to fund the Code Blue project implemented by the City of Detroit.

We hereby request that your Honorable Body adopt the attached resolution that authorizes and approves the award and execution of a Homelessness Solutions NOFA Subrecipient Agreement to each of the identified organizations.

Respectfully Submitted,

Julie Schneider

Director

cc: Gail Fulton, Mayor's Office
cc: Terra Linzner, HRD

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves the award and execution of a City of Detroit (“City”) Subrecipient Agreement, substantially in the form attached hereto and incorporated herein as Exhibit B (“Homelessness Solutions Subrecipient Agreement”), to each of those certain eighteen (18) organizations, for the respective uses, in the respective amounts, and from the respective funding sources outlined in the 2022-2023 Homelessness Solutions Subrecipient Awards List attached hereto and incorporated herein as Exhibit A; and be it further

RESOLVED, that the Homelessness Solutions Subrecipient Agreements shall each have a term beginning and expiring on the dates as outlined in Exhibit A; and be it further

RESOLVED, that the Director of the Housing & Revitalization Department (“HRD”), or his/her authorized designee, is authorized to execute the Homelessness Solutions Subrecipient Agreements on behalf of the City; and be it further

RESOLVED, that the Chief Financial Officer be and is hereby authorized to increase the necessary accounts and honor expenditures, vouchers and payrolls when presented in accordance with this resolution and the Homelessness Solutions Subrecipient Agreements; and be it further

RESOLVED, the form of Homelessness Solutions Subrecipient Agreement may be edited or revised prior to execution to incorporate any revisions that may be required by the Law Department; and be it further

BE IT FINALLY RESOLVED, that the Homelessness Solutions Subrecipient Agreements will be considered confirmed when executed by the Director of HRD, or his/her authorized designee, the Chief Procurement Officer, and approved as to form by the Corporation Counsel.

(See attached Exhibits A and B)

EXHIBIT A

2022-2023 Homelessness
Solutions
SUBRECIPIENT AWARDS LIST

[Document Attached]

2022-2023 ESG/CDBG SUBRECIPIENT AWARDS LIST

ORGANIZATION NAME	PRIMARY USE OF FUNDS	AMOUNT FROM ESG	AMOUNT FROM CDBG	TOTAL SUBRECIPIENT AGREEMENT	TERM EFFECTIVE DATE	TERM EXPIRATION DATE
				AMOUNT NOT TO EXCEED		
Cost Center 361508 Appropriation 13340						
Alternatives for Girls	Rapid Re-Housing	\$ 188,062.41	\$ 47,015.60	\$ 235,078.01	January 1 ,2023	December 31 ,2023
Community Home Support	Rapid Re-Housing	\$ 126,062.41	\$ 31,515.60	\$ 157,578.01	January 1 ,2023	December 31 ,2023
Community Home Support (Shelter Placement)	Rapid Re-Housing	\$ 183,959.08	\$ 95,228.63	\$ 279,187.71	January 1 ,2023	December 31 ,2023
Ruth Ellis	Rapid Re-Housing	\$ 188,062.41	\$ 47,015.60	\$ 235,078.01	January 1 ,2023	December 31 ,2023
Legal Aid and Defender	Prevention	\$ 145,387.00	\$ 145,387.00	\$ 290,774.00	January 1 ,2023	December 31 ,2023
United Community Housing Coalition	Prevention	\$ 275,000.00	\$ 275,000.00	\$ 550,000.00	January 1 ,2023	December 31 ,2023
Matrix Human Services	Prevention	\$ 60,997.94	\$ 60,997.94	\$ 121,995.88	January 1 ,2023	December 31 ,2023
Cass Community Social Services	Street Outreach	\$ -	\$ 166,829.55	\$ 166,829.55	January 1 ,2023	December 31 ,2023
Neighborhood Service Organization	Street Outreach	\$ -	\$ 175,000.00	\$ 175,000.00	January 1 ,2023	December 31 ,2023
Community and Home Supports	Street Outreach	\$ -	\$ 166,829.55	\$ 166,829.55	January 1 ,2023	December 31 ,2023
Central United Methodist/NOAH	Street Outreach	\$ -	\$ 215,000.00	\$ 215,000.00	January 1 ,2023	December 31 ,2023
City of Detroit Code Blue	Street Outreach	\$ -	\$ 246,076.39	\$ 246,076.39	January 1 ,2023	December 31 ,2023
Alternatives For Girls	Emergency Shelter	\$ 117,967.96	\$ 78,645.31	\$ 196,613.27	January 1 ,2023	December 31 ,2023
Cass Community Social Services Family Shelter	Emergency Shelter	\$ 67,197.83	\$ 44,798.56	\$ 111,996.39	January 1 ,2023	December 31 ,2023
Coalition on Temporary Shelter	Emergency Shelter	\$ 166,422.83	\$ 110,948.56	\$ 277,371.39	January 1 ,2023	December 31 ,2023
Methodist Children's Home Society	Emergency Shelter	\$ 84,045.00	\$ 56,030.00	\$ 140,075.00	January 1 ,2023	December 31 ,2023
Covenant House	Emergency Shelter	\$ 108,777.83	\$ 72,518.56	\$ 181,296.39	January 1 ,2023	December 31 ,2023
Freedom House	Emergency Shelter	\$ 108,358.37	\$ 72,238.91	\$ 180,597.28	January 1 ,2023	December 31 ,2023
Neighborhood Service Organization	Emergency Shelter	\$ 360,000.00	\$ 240,000.00	\$ 600,000.00	January 1 ,2023	December 31 ,2023
Michigan Veteran Foundation	Emergency Shelter	\$ 48,297.83	\$ 32,198.56	\$ 80,496.39	January 1 ,2023	December 31 ,2023
Salvation Army	Emergency Shelter	\$ 120,000.00	\$ 80,000.00	\$ 200,000.00	January 1 ,2023	December 31 ,2023
YWCA Metropolitan Detroit	Emergency Shelter	\$ 77,592.83	\$ 51,728.56	\$ 129,321.39	January 1 ,2023	December 31 ,2023
Cass Community Social Services	Warming Center	\$ 150,437.27	\$ 78,424.12	\$ 228,861.39	November 1 ,2022	December 31 ,2023
Homeless Action Network of Detroit	Data Collection	\$ 186,000.00	\$ -	\$ 186,000.00	January 1 ,2023	December 31 ,2023
TOTALS:		\$ 2,762,629.00	\$ 2,589,427.00	\$ 5,352,056.00		

EXHIBIT B

FORM OF SUBRECIPIENT AGREEMENT

[Document Attached]

HRD #
CPO #
SPO #

Homelessness Solutions Agreement
Organization Name
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SECTION:

1. Engagement of Subrecipient
2. Scope of Service, Outreach Plan, Policy & Procedures
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7. Procurement
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9. Compliance with Federal and Local Laws, Rules and Security Regulations
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15. Assignment, Contracting or Subcontracting
16. Conflict of Interest
17. Amendments and Budget Modifications
18. Confidentiality
19. Hiring Policy
20. Office of the Inspector General and Board of Ethics
21. Notices
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EXHIBITS:

- A. Scope of Services
- B. Budget
- C. Accounting and Bookkeeping Procedures and Requirements
- D. Reimbursement Procedures and Requirements
- E. Accomplishment Report
- F. Homelessness Solutions Income Limitations
- G.. Payroll Register Instructions
- H. Payroll Register (Sample)
- I. Check Register (Sample)
- J. Budgetary Status Report (Sample)
- K. Long Distance Telephone Call Reimbursement Form (Sample)
- L. Private Car Mileage Report (Sample)
- M. Time Distribution Summary (Sample)
- N. Certification Regarding Debarment, Suspension Ineligibility, Voluntary Exclusion and Lower Tier Covered Transactions.
- O. Certification Regarding Lobbying
- P. Separation of Church and State
- Q-1. Insurance Waiver – Worker’s Compensation & Employer’s Liability
- Q-2. Insurance Waiver – Owned Auto Liability Insurance (Optional)
- Q-3. Insurance Waiver – Owned Auto Liability Insurance (Any Auto)
- Q-4. Insurance Waiver - After City Executive of Agreement

- R. Sample Time/Task Log S. Funding Award Expenditure Certification
- T. Homeless Solution Program Certification
- U. Subaward Data
- V. Receipt of City of Detroit Homelessness Solutions Policies and Procedure Manuals
- W. Certification – Drug Free Workplace Requirements
- X. Conflict of Interest Certification
- Y. Duplication of Benefits

CITY OF DETROIT
HOMELESSNESS SOLUTIONS PROGRAM
AGREEMENT

THIS AGREEMENT, entered as of this ___day of **20__** by and between the City of Detroit, a Michigan municipal corporation acting by and through the Housing and Revitalization Department (the “City”) and **Subrecipient name**, a Michigan nonprofit corporation (the “Subrecipient”).

WITNESSETH:

WHEREAS, The Community Development Block Grant (“CDBG”) program is administered by the U.S. Department of Housing and Urban Development; and is governed by the U.S. Federal Regulations 24 CFR Part 570; and the Emergency Solution Grant (“ESG”) program is administered by the U.S. Department of Housing and Urban Development; and is governed by U.S. Federal Regulations 24 CFR Part 576; and

WHEREAS, the City has received a letter of credit for its entitlement of ESG, and CDBG funds (herein called “Grant Funds”) from the U.S. Department of Housing and Urban Development (“HUD”), for **Fiscal Year [INSERT YEAR]** through its submission of its **[INSERT YEAR] Annual Action Plan, CFDA NUMBERS 14.218 (CDBG) and 14.231 (ESG), GRANT AGREEMENT NUMBERS B-21-MC-26-0006 (CDBG) and E-21-MC-26-0006 (ESG)** for fiscal year(s) **[INSERT YEAR]**, Unique Entity ID (UEI) #; and

WHEREAS, the City has allocated Grant Funds to provide funding for nonprofit organizations which provide outreach, emergency shelter, homelessness prevention, rapid rehousing, transitional housing and/or essential/supportive services for the benefit of homeless persons within the City of Detroit; and

WHEREAS, the City has approved the Subrecipient to provide the Services set forth in the attached Exhibit A, Scope of Services, (the “Services”); and

WHEREAS, the Subrecipient represents that it is authorized and capable of performing the Services, in the manner which complies with all applicable federal regulations, and

WHEREAS, the City wishes to provide a subaward to the Subrecipient to administer the Programs, as described in Exhibit U “Subaward Data.”

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. EMPLOYMENT 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 contained in this Agreement including **Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X and Y**, attached hereto and made a part hereof.

2. SCOPE OF SERVICES

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. 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 cost and expense, all required license, registrations, accreditations, 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 licenses, 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, Safety, Engineering and Environmental Department, as applicable.

2.07 Program Policies and Procedures. The Subrecipient shall develop and provide a written program policies and procedures (the "Program Policies and Procedures") for the Services to be provided under this Agreement. The Subrecipient shall submit the completed program policies and procedures to the City for review and approval within thirty (30) days from the start of this Agreement.

2.08 The Subrecipient must maintain its Program Policies and Procedures organized and in a centralized location and shall be made available to the City or HUD staff upon request.

2.09 ESG Funds – Program Components ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, repaid re-housing assistance, and HMIS as outlined under 24 CFR 576.101 through 104 and 24 CFR 576.107. All program beneficiaries must meet one of the eligibility criteria as defined under 24 CFR 576.2, and 24 CFR 576 103 through 104.

2.10 CDBG Funds - National Objectives CDBG Services funded with CDBG Grant funds shall meet one of the National Objectives: benefits low- and moderate-income persons; aids in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient agrees that this Agreement may be terminated if the Subrecipient fails to show documentation of meeting HUD's National Objectives or eligibility requirements for the use of CDBG Grant Funds under this Agreement.

2.11 The Subrecipient acknowledges receipt of the City's Policies and Procedures Manual for Community Development Block Grant (CDBG) and Emergency Solution Grant (ESG) Homeless Program as provided in Exhibit V and agrees to adhere to the guidelines as outlined in the City's manual.

3. TERM OF PERFORMANCE

A. Term of Performance.

3.01 The term of performance under this Agreement shall begin _____ through _____, unless otherwise extended or terminated as provided herein.

B. Effective Date.

This Agreement shall become effective upon the date listed in Section 3.01 contingent upon (1) the approval by City Council, and (2) execution by the Purchasing Director of the City of Detroit. The Subrecipient shall have no authority to start work, no payments shall be authorized by the Finance Department 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. All services must start within 90 days of contract date. Failure to do so may result in loss of contract or recapture of awarded funds.

C. Extension of Time.

3.02. 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, Amendment and Budget Modifications. In no event shall such change result in an increase in the compensation hereunder.

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 (the "Employees") or consultants, agents or subcontractors engaged by the Subrecipient to perform the Services (the "Subcontractors") are fully qualified and authorized to perform the Services under Federal, State, and local laws, rules, and regulations.

4.02 The Subrecipient shall notify the City within thirty (30) days of any change in ownership or executive leadership or any other significant corporate changes that impact the ability of the Subrecipient to carry out any federal funding under this Agreement or other federal, state or local funding. The Subrecipient's right to assign or sublet this Agreement shall be in accordance with Article 16.

4.03 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 with 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 that 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).

4.04 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.

4.05 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.

4.06 All work to perform the Services hereunder shall be coordinated by the Project Coordinator, NAME, hereby duly designated by the Subrecipient and acceptable to the City, 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 and 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.

4.07 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 the Project or prevent the meeting of time schedules, or material changes to the site in which services are being provided including anything that prevents services from operating as required on-site or impacts the health and safety of those served. 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.

4.08 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 without obtaining the City's prior written consent, as required under the Detroit City Code, Section 2-5-71, entitled "One Year Post-Employment Prohibition."

4.09 The Subrecipient shall not receive any payment from the City for any costs under this Agreement, 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 compensation, as specified in Section 5.01 and Exhibit B, Budget of this Agreement.

4.10 **Certifications.** The Subrecipient certifies that the Subrecipient, its Employee(s) and Subcontractor(s) are not subject to debarment, suspension or determination of ineligibility by HUD or any other state, or local governmental, 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

A. Compensation.

5.01 The City agrees to pay the Subrecipient an amount up to _____ and 00/100, (\$) 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. Interest Deposits

5.02 Any interest earned on deposits of federal funds in excess of five hundred dollars (\$500.00) per year shall be returned to the City for submission to the Federal grantor agency. 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

C. ESG Matching Funds

5.03 The Subrecipient may be required to make matching contribution to supplement the ESG grant funds provided by HUD through the City. Such contribution shall be entirely consistent with the Matching Requirements as outlined in 24 CFR 576.201. The match amount is identified in the organization's award letter. The anticipated source and amount of all matching funds contributed by the Subrecipient will be enumerated in Exhibit B, Budget.

6. METHOD OF PAYMENT AND USES OF FUNDS

A. Method of Payment.

6.01 The Subrecipient shall submit a requisition for reimbursement consistent with and pursuant to all requirements set forth in Exhibit B ("Budget") and Exhibit D ("Payment/Reimbursement Procedures and Requirements"). Payment to the Subrecipient is governed by 2 CFR 200, Subpart E – Cost Principles; accordingly, payment will be made on a cost reimbursement basis. Request for reimbursement must be accompanied with all necessary documentation as may be determined by the City. The City shall approve payment, in whole or in part, upon satisfactory review and approval of the requisition for reimbursement. In the event that the City shall require further explanation or documentation, the Subrecipient shall provide such further explanation or documentation upon request. Reimbursement may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

All requisitions for reimbursement shall provide the following:

1. Subrecipient shall begin to submit reimbursement within ninety (90) days from the effective date of this Agreement.
2. Each requisition for payment must be signed by the authorized representative of the Subrecipient, and submitted by the 15th of each month. Failure to submit requisitions for reimbursement in a timely manner may result in (1) delay in payment; or (2) suspension of payment until the City determines whether the Services rendered warrant payment and is commensurate with the work perform, and (3) effect the award of future Grant funds. The City reserves the right to withhold payment until receipt of evidence of acceptable performance under this Agreement.
3. All request for reimbursements must be incurred during the terms of this Agreement, and for necessary and reasonable expenses or purchases allowable under 2 CFR 200, and the other applicable federal laws and regulations.

4. All requests for reimbursement must be for expenses incurred or purchases for eligible costs made during the term of this Agreement. In no event, shall a request for reimbursement be submitted later than ninety (90) days after the expiration of this Agreement.

6.02 All grant funds obligated or committed for reimbursement during the term of this Agreement must be expended on or before the termination of date of this Agreement.

Grant Funds not expended by the termination date shall be return to the City for reprogramming or reallocation. Any grant funds allocated by the City for Services under this Agreement, and not expended by the termination date shall be reprogrammed or reallocated to other projects.

6.03 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 Project Manager, **(name)** who may be reached at, [email] Housing and Revitalization Department, Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226, telephone number(313) 224-9974, fax number (313) 224-2321. Submissions should be sent electronically to hsbilling@detroitmi.gov by the 15th day following the month in which services were rendered.

B. Payment for Direct and Indirect Costs

2 CFR 200 Requirements

6.04 Direct Costs. For each direct cost, corresponding supporting documentation shall be provided. Direct cost for all salaries and wages charged to the federal grant subawards must be supported by a system of internal controls that provides reasonable assurance that the personnel costs incurred are accurate, allowable, and properly allocated and ensure that:

- The total compensation paid to individual employees is reasonable according to the work performed under the federal program, and demonstrate compensation across all grant-related and non-grant related activities (100% effort), and then the percentages of the hours spent directly carrying out a CDBG or ESG activity is the same percentage of payroll and benefits costs charged to the respective grants for each employee for that pay period; and
- Support the distribution of employee salary across multiple activities or cost objectives (for example, effort spent on multiple federal awards, spent on general/or administrative activities, vacation, sick leave, leave without pay, etc.); and
- The compensation is made in accordance with established policies of the Subrecipient;
- The compensation policies are consistently applied to all grant funded program activities;
- The internal control system must be able to adequately identify whether or not the work performed is considered a direct or an indirect cost, consistent with the Subrecipient's established policies and 2 CFR §200.430 and 2 CFR 200.431.

Direct cost compensation includes fringe benefits which are addressed in 2 CFR § 200.431. Costs of fringe benefits are allowable to the extent that they are in addition of the regular salaries and wages for the individual employee. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military). Fringe benefits are allowable provided that the benefits are reasonable and are required by law, Subrecipient's employee agreement, or an established policy of the Subrecipient, except for the excluded fringe benefits identified in Section 4.09 of this Agreement.

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

source or have been or will be submitted to another source, If the Subrecipient uses City funds to reimburse a portion of the cost (i.e., using ESG funds to pay half of an invoice for suppliers, or ESG funds to pay half of a program that staffs a program manager), the split between the City funding source and other funding sources should be noted on the documentation.

- a. **ESG Direct Cost.** Subrecipient is allowed to allocate program and administrative direct costs under the implementing regulation ESG, 24 CFR §576 that can be identified specifically with a particular final cost objective, such as payroll costs incurred to administer the ESG award, supported by timesheets and payroll records detailing the date and time the employee worked on the ESG award; services performed solely for the ESG award; purchase of supplies and equipment used solely for the ESG award, or other allowable costs under 2 CFR 200.403(a-g).
- b. **CDBG Direct Cost.** Subrecipient is allowed to allocate program and administrative direct costs under the implementing regulation CDBG, 24 CFR §570.201 through 24 CFR §570.206 that can be identified specifically to support the National Objective identified in Section 2.9 of this Agreement. Such direct cost must be allowable as program activity or program administrative cost or other or other allowable costs under 2 CFR 200.414. Subrecipient is prohibited from allocating CDBG funds to ineligible activities.

6.05 Indirect Costs. 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, upon such request the Subrecipient shall provide such supplementary budget information in a timely manner 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 “Cost Principles” , 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.

Any executive level staff should be charged as an indirect cost or require a timesheet (see Exhibit D “Payment/Reimbursement Procedures and Requirements,” Item E on personnel and payroll costs.) In addition, personnel costs for general administration including supervision of employees working on the program and not directly allocable to the delivery of the program should be charged as an indirect cost. If the pay request includes indirect costs, the Subrecipient must provide the basis for allocating costs as described in 2 CFR 200.414, limited to the administrative and facilities costs (A&F), and in manner outlined below:

- a) De-Minimis – If the Subrecipient wants to use the de minimis indirect cost rate, they must provide a calculation of the Modified Total Direct Cost and can claim 10% of that amount. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subaward under the award). MTDC excludes equipment, capital improvement, charges for patient care, rental costs, tuition remission, scholarships and fellowship, participant support costs and the portion of each subaward in excess of \$25,000. Other item may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs;
- b) An approval federally approved Indirect Cost Rate approved by a federal agency (i.e. HUD, HHS);
- c) A negotiated indirect cost rate approved by the City. If the City does not feel it has the capacity to properly negotiate and indirect rate and the Subrecipient does not have a federally approved rate, the City can require the Subrecipient to use the de minimis rate at the cost allocation method (below);
- d) Subrecipient can elect to use the cost allocation method to account for indirect costs in accordance with 24 CFR 200.405(d).

C. Overpayment to Subrecipients.

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 under 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, 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 the reasonable time period may be limited to the time period that the grantor agency allows the City for repayment.

D. Program Income.

6.08 "Program income" shall mean gross income received by the Subrecipient directly generated from the use of federal funds, except that the full definition of "program income" shall be as defined in applicable Federal regulations, currently found at 2 CFR Part 200.1 "Definitions."

- a. **ESG Program Income.** Program income shall have the meaning provided in 2 CFR 200.80. Program income may include any amount of a security or utility deposit returned to the subrecipient but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards. Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the ESG program. Program income may be used as matching contributions, subject to the requirements in § 576.201. The Subrecipients must retain records of the receipt and use of program income.
- b. **CDBG Program Income.** Program income means gross income received by the subrecipient directly generated from the use of CDBG funds. Program income does not include income earned (except for interest described in § 570.513) on grant advances from the U.S. Treasury. Interest earned on loans or other forms of assistance provided with CDBG funds that are used for activities determined by HUD either to be ineligible or to fail to meet a national objective. Interest earned on the investment of amounts reimbursed to the CDBG program account prior to the use of the reimbursed funds for eligible purposes.

Unless this Agreement provides elsewhere that the Subrecipient may retain program incomes it receives and specifies the use or uses to which it may be put, the Subrecipient shall return all program income to the City of Detroit, Housing and Revitalization Department to be reprogrammed and used for such activities as the City shall in its sole discretion determine. If this Agreement or the City authorizes the Subrecipient to use some or all of the program income it receives during the course of this Agreement, the use of such income by the Subrecipient shall be subject to (1) all terms and conditions of this Agreement applicable to the funding of this Agreement and (2) all laws and regulations applicable to the use of grants funds under 2 CFR 200, including but not limited to ESG 24 CFR 576 and CDBG 24 CFR 570, 24 CFR 570.500(a), and 24 CFR 570.504. .

6.09 Program income to be returned to the City shall be sent to the City within three days after its receipt, unless the Subrecipient can apply the funds in the near future to the reimbursement of expenses already incurred. In such event, the funds shall be held until the next reimbursement request is prepared, deducted from the total amount of the draw request submitted and applied to the reimbursement of the expenses covered by the request. Said submittal shall clearly identify the amount of program income that was received and that is being used to reduce the amount of grant funds needed to cover expenses covered by the invoice.

6.10 Upon expiration or termination of this Agreement, the Subrecipient shall (1) transfer to the Housing and Revitalization Department all grant funds, including all program income, on hand at the time of expiration or termination, and (2) assign to the City all accounts receivable attributable to the use of grant funds under this Agreement together with a report on all such accounts receivable. If, subsequent to expiration or termination of

this Agreement, the Subrecipient should nevertheless receive funds the rights to which had been assigned to the City, the Subrecipient shall immediately remit those funds to the City, together with detailed explanation regarding their source.

6.11 The requisition for reimbursement shall include the monthly performance report specified in this Section herein. Payments made under this Agreement are intended to be inclusive of all Services provided under this Agreement and constitutes the City's only financial obligation under the Agreement irrespective of whether the cost to the Subrecipient providing Services exceeds that obligation.

7. PROCUREMENT

7.01 The Subrecipient agrees to adhere to procurement requirements in 2 CFR Part 200, and the City's requirements regarding procurement of goods or services using grants funds under ESG 24 CFR 576 and CDBG 24 CFR 570 in whole or in part. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with applicable requirements 2 CFR 200.317-326 of federal regulations, and the 2019 Detroit City Code, Section 17-5-1 *et seq.*. Provided; however, pursuant to 2 CFR 200.319(c), that the Detroit equalization credits found at Section 17-5-12 of the Detroit City Code shall not be used.

7.02 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. The Subrecipient must verify that any contractors are not excluded, disqualified or otherwise ineligible, following suspension and debarment requirements, and performing a SAM.gov check. Documentation of debarment check and SAM.gov checks should be generated in all cases, and staff shall maintain documentation of these verifications in the procurement file for records retention and submit a copy to their program manager prior to procuring the entity.

7.03 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.

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

7.05 The Subrecipient agrees to purchase only eligible goods & services as specified under this agreement to qualify for reimbursements. The Subrecipient shall obtain written approval for any travel outside the metropolitan area with funds provided under this Agreement.

7.06 Acquisition cost of goods or services of Ten Thousand Dollars (\$10,000) and above must be procured through written purchase orders, with a minimum of three (3) quotes to ensure proper cost reasonableness.

7.07 This agreement may be terminated if the Subrecipient fails to show documentations for its procurement procedures upon request by the City or HUD.

7.08 Cost/price analysis must be conducted for procurements over the Simplified Acquisition Threshold (SAT) (\$250,000) unless state/local policies set a lower threshold. To ensure compliance with cost and price analysis requirements, it is important for the Subrecipient to a) develop a cost estimate before the procurement, prior to receiving any competitive bids and b) ensure that the procurement receives multiple bids. If the procurement received sufficient responsible offers to demonstrate cost reasonableness through adequate price competition and the price is comparable to the initial cost estimate, no additional price analysis is required. If the procurement is over the current SAT (or lower City threshold) and did not receive sufficient responsible offers to demonstrate cost reasonableness through competition (i.e., sole source, lack of response), the Subrecipient will need to negotiate a fair and reasonable price with the bidder. The price will be based on previous costs incurred for similar items and/or actual costs previously incurred by the same bidder.

- a. Cost Analysis: A cost analysis is proof that the expenditure is (1) allowable, (2) reasonable, and (3) allocable. It is important to prepare this analysis prior to receiving competitive bids for the procurement. Please see Exhibit Y, "Cost Analysis" template.

- b. Price Analysis: A price analysis is simply to shop around and compare prices, and evaluation of the proposed price without accounting for other cost factors (24 CFR 83.36(f) and 2 CFR 200.323). Results should always be documented. Please see Exhibit Z “Price Analysis” template.

7.09 Informal Procurement Method. When the value of the procurement for property or services under a Federal award does not exceed the SAT, or lower threshold established by the City, formal procurement methods are not required. Subrecipient may use informal procurement methods to expedite the completion of its transaction and minimize the associated administrative burden and cost, The informal method used for procurement or property or services at or below the SAT include:

(1) Micro-purchases

- i Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in section below. To the maximum extent practicable, the Subrecipient should distribute micro-purchases equitably among qualified suppliers.
- ii Micro-purchase awards (up to \$10,000). Micro-purchases may be awarded without soliciting competitive price or rate quotations if the Subrecipient considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- iii Micro-purchase thresholds. The City is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the City entity must be authorized or not prohibited under State, local, or tribal laws or regulations. The City may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- iv Non-Federal entity increase to the micro-purchase threshold up to \$50,000. The City may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The City may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 1. A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
 2. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 3. For public institutions, a higher threshold consistent with State law.
- v Non-Federal entity increases to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases –

- i Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the City.
- ii Simplified acquisition thresholds. The City is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the City must be authorized or not prohibited under State, local, or tribal laws or regulations.

Definitions:

Micro-purchase means an acquisition of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold.

Micro-purchase threshold means \$10,000, except it means -

- (1) For acquisitions of construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), \$2,000;
- (2) For acquisitions of services subject to 41 U.S.C. chapter 67, Service Contract Labor Standards, \$2,500;
- (3) For acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster
- (4) assistance pursuant to 22 U.S.C. 2292 et seq.; or to support response to an emergency or major disaster (42 U.S.C. 5122), as described in 13.201(g)(1), except for construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (41 U.S.C. 1903)
 - a. \$20,000 in the case of any contract to be awarded and performed, or purchase to be made, inside the United States; and
 - b. \$35,000 in the case of any contract to be awarded and performed, or purchase to be made, outside the United States

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 of 2 CFR Part 200. The Subrecipient shall also provide for an independent audit consistent with the rules and regulations of 2 CFR 200.

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, HUD, 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 by the City, HUD 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 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 Articles in all agreements with contractors and subcontractors 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 the notice of deficiency. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. 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 8.05 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 rendering Services under this Agreement whether direct or indirect which will permit adequate evaluation of the cost or pricing data submitted by the Subrecipient. The Subrecipient shall include or cause to be included a similar covenant allowing for City audit and monitoring and Federal audit and monitoring in all Subcontractors, and/or sub-Subrecipients contracts whose services will be charged directly or indirectly to the City, as is hereby required by the City and/or as may be required by Federal regulations. The City may delay payment to the Subrecipient pending the results of any such audit or monitoring without penalty or interest.

8.04 Accounting System. 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 and contracts.

Subrecipient shall identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Maintain internal control over federal awards and provide reasonable assurance that the federal funds are being managed in compliance with federal, state and local laws, and Federal programs.

8.05 Records Retention.

ESG Records Retention. All records pertaining to each fiscal year of ESG funds must be maintained for five (5) years or the period specified below.

- (1) Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
- (2) Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant to exceed 75 percent of the value of the building renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
- (3) Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant from the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.

CDBG Records Retention. All records pertaining to each fiscal year of CDBG funds must be maintained for a period of three (3) years in accordance with 24 CFR 570.502(i)(A). All records pertaining to CDBG funds shall be maintained for not less than three (3) years after final completion of the Services under this Agreement 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 of this Agreement.

In addition to the record retention of 24 CFR 576, and 24 CFR 570, the Subrecipient shall follow the retention requirements under 2 CFR 200; specifically, 2 CFR 200.333 (Retention requirements for records), §200.334(request for transfer of records); §200.335 (method of collection); §200.236 (access to records), and §200.337 (restriction on public access to records). 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 Grant funds consistent with all Federal property management requirements and with all other applicable terms of this Agreement, as provided in Exhibit C hereof. Any subrecipient billing for which federal funds are used for one or more eligible grant funded G activities must be maintained for such a time period as specified above.

8.06 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 clients are being served by the Subrecipient, including outside of normal business hours, as applicable. If in the course of such inspections, the representative(s) of the City and/or representatives of HUD should note any deficiencies or substandard performance in the Subrecipient's agreed upon Services, 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 and obtain any technical or management assistance as required or needed to correct such deficiencies or substandard performance. 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, termination of this Agreement may be initiated.

8.07 **Tracking and Reports.**

Performance Reports. Subrecipients funded under the coordinated entry, emergency shelter/warming center, street outreach/navigation, rapid re-housing, and prevention components shall complete and submit monthly accomplishment and quarterly performance measure reports and other information to demonstrate compliance with the applicable regulations and requirements outlined in Exhibit E. Failure to prepare and submit the required reports and documents will constitute a breach of performance and may lead to suspension and/or termination of this Agreement.

Financial Reports. Subrecipient shall submit financial reports (e.g., consolidated balance sheet, income statement, cash flow statement, auditor's report, and any audit findings) within thirty (30) days after the end of each fiscal quarter of each fiscal year. All such financial information must be in reasonable form and detail and certified as having been prepared in accordance with the general accepted accounting principles. Failure to prepare and submit the required reports and documents will constitute a breach of performance and may lead to suspension and/or termination of this Agreement. Subrecipient shall be governed by the financial responsibility requirement set forth in Article 6, 7 and 8 of this Agreement, and applicable federal, state, or local rules and regulations.

8.08 In addition to the above reporting requirements, the Subrecipient shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Federal grantor agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Federal grantor agency.

8.09 **HMIS Requirements:** The Subrecipient must establish and implement use of a Homeless Information Management System (HMIS) – consistent with the HMIS solution adopted by the local Homeless Continuum of Care -- for purposes of tracking and reporting of its ESG and any funds used as match, including CDBG, activities as set forth in 24 CFR 576.101-576.107. The Subrecipient failure to perform, as required, may result in adjustment of the amount of funds the City obligates to pay to the Subrecipient. Exceptions must be requested and approved in writing prior to the start of this Agreement and must outline how a comparable database that the Subrecipient subscribes to will generate CSV exports that meet current HUD APR and CAPER programming specifications.

8.10 The Subrecipient must identify an HMIS Agency Administrator (or comparable database administrator, if applicable) who will ensure all HMIS end users entering data on clients served in its ESG funded activities adhere to the Detroit Continuum of Care's HMIS Policies and Procedures, as well as complete and maintain all required HMIS trainings.

8.11 The Subrecipient agrees to submit monthly accomplishment reports to the City of Detroit on the 15th day of the month as outlined in section 8.07.

8.12 The Subrecipient agrees to submit a quarterly Performance Measures Report to the City of Detroit on the 15th day of the month following the close of each quarter as outlined in section 8.07.

8.13 **Coordination with Continuum of Care.** The Subrecipient must work with the Continuum of Care to ensure the screening, assessment, and referral of program participants are consistent with the City's written standards for providing ESG assistance as described in the City's Consolidated Plan submitted and approved by HUD. The Subrecipient must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC in accordance with the requirements under 24 CFR 576.400.

8.14 **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.

8.15 **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 funds, including program income, but shall not extend beyond ninety (90) days after the termination date of this Agreement as described in 2 CFR 200.334 "Closeout."

The Subrecipient shall be governed by the financial responsibility requirements set forth at Section 6.05 and Section 6.06 herein.

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 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 Services rendered externally; where applicable and where not prohibited by state or federal law, 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 IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended by Section 832 of the Cranston-Gonzalez National Affordable Housing Act, Pub. L. 101-625; HUD implementary regulations at 24 CFR Part 570; 2 CFR Part 200, 2 CFR Part 230; and with the Federal "Uniform Administrative Requirements" set forth at the Federal regulations found at 2 CFR Part 200, as applicable.

9.02 **Lead Paint and Flood Insurance Requirements.** The Subrecipient shall carry out the Services required hereunder in compliance with all laws and regulations described in Subpart K of 24 CFR Part 570, including but not limited to the regulations found at 24 CFR 570.608, "Lead-based paint", and Subpart E of 24 CFR 576, including but not limited to regulations found at 24 CFR 576.403(a) "Lead-based paint remediation and disclosure", as applicable, and the regulations found at 24 CFR 570.605, "National Flood Insurance Program", as applicable, except that the Subrecipient shall not assume the City's environmental responsibilities described at 24 CFR 570.604 and the Subrecipient shall not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

9.03 **CDBG Acquired Property.** The Subrecipient shall use any real property under the control of the Subrecipient, that was acquired or improved in whole or in part with Grant funds in excess of \$25,000, in such a manner so that such use, for at least five (5) years after expiration of this Agreement, shall meet one of the three national objectives required by the Federal regulations at 24 CFR 570.208; or, with prior written City approval, dispose of such real property in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-grant funds for acquisition of, or improvement to, the property. The City may, at its sole option, waive reimbursement after the five (5) year period mentioned above in this paragraph, only if all national objectives have been met during the five (5) year period.

In the event that, pursuant to the regulations at 24 CFR 570.503(b)(7), the Subrecipient is required to ensure that any real property that was acquired or improved, in whole or in part, with Grant funds in excess of \$25,000, shall be used and/or disposed of in compliance with 24 CFR 570.508(b)(8), then the Subrecipient shall comply with all requirements of this Agreement applicable to use and/or disposition of such real property, including record keeping requirements, for five (5) years after the expiration or termination of this Agreement.

9.04 **EEOC, Davis-Bacon Act and Related Statutes.**

1. **ESG Grant Funds.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) and this Section do not apply to the ESG program as described in 24 CFR 576.407(e).
2. **CDBG Grant Funds.** CDBG funds are used for construction and the compensation exceeds \$10,000, the Subrecipient shall comply with Executive Order 11246 entitled "**Equal Employment Opportunity**" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60), for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts. In the event, the construction contracts exceed \$2,000 in federal assistance, and involves the employment of laborers and/or mechanics to perform the work, the Subrecipient shall comply with the requirements of 29 CFR Part 1 entitled "**Davis-Bacon Act**", which provides for the payment of minimum wages, including fringe benefits, and related statues listed in Appendix A to Part 1. The Subrecipient shall comply with 29 CFR Part 3 entitled "**Copeland "Anti-Kickback" Act**", which apples to any contract that is subject to Federal wage standards and which is involves the construction, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by federal loans or grants.

(1) During the performance of this contract, the Subrecipient agrees as follows:

1. 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Subrecipient will, in all solicitations or advancements 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.
3. 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.
4. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Subrecipient will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Subrecipient will furnish all information and reports required by Executive Order No. 11246 of

September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order NO. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient will include the provisions of paragraph (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 37 FR 14303, 3 CFR, 1966 – 1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

9. The Subrecipient shall monitor all construction work performed with assistance provided under this agreement for compliance with all applicable Federal Labor Standards, as set forth in the regulations described at 2 CFR Part 200 Appendix A, Sections 1-4 thereof and shall report any noncompliance to the Housing and Revitalization Department, as required by the 2 CFR 200 and regulations. The Subrecipient shall ensure all subcontractor and consultants comply with this Section of the Agreement.

9.05 **Clean Air and Water.** If the compensation of this Agreement exceeds \$100,000, 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 HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

9.06 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).

9.07 **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 24 CFR 200.326, including without limitation those set forth in 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:
- b. award of the contract may result in an unfair competitive advantage; or
- c. The Contractor's objectivity in performing the contract work may be impaired.
- d. encourage intergovernmental or inter-agency agreements to procure common goods and services, as described in 2 CFR 200.29 and 2 CFR 299.318;

- e. the Subrecipient shall, when conducting procurement, use fair and reasonable methodology to avoid state or local preferences, as described in 2 CFR 200.319;.

9.08 **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-subrecipients, 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 sub-awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub-awards 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 O. 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 sub-awards at all tiers (including subcontracts, sub-grants, 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.

9.09 **Records Compliance**. The Subrecipient shall comply with the requirements of the HUD Reform Act of 1989, as set forth in the Federal regulations located at 24 CFR Part 4, as applicable in regard to all applications received by the Subrecipient in performance of the Services required hereunder, shall keep records on such compliance, shall make such records available for audit, examination, and monitoring, and, if required by the City, shall report on such compliance to the City in a manner as may be required by the City.

9.10 **Religious Activities**. The Subrecipient shall comply with all federal requirements regarding separation of church and state as provided in Exhibit P. In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with Grant funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Subrecipient:

1. Represents that if it is, or if it may be deemed to be, a religious or denominational institution or organization or 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 federal funded 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;
 - b) it will not discriminate against any person applying for any federal funded eligible activity on the basis of religion and will not limit such housing or other eligible activity or give preference to persons on the basis of religion;
 - c) 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;

d) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Subrecipient and in which the services are to be provided;

e) the portion of the facility used to provide public services assisted in whole or in part under this Contract shall contain no religious symbols or decorations; and

Provided that, minor repairs may be made if such repairs are directly related to the Grant funds Services, are located in a structure used exclusively for non-religious purposes, are budgeted herein, and constitute in dollar terms only a minor portion of the Grant funds expenditure for the Services.

9.11 **Drug-Free Workplace.** The Subrecipient shall maintain a drug-free workplace in accordance with the requirements of 2 CFR Part 2424. The Subrecipient shall certify and carry out the drug-free workplace requirements.

9.12 **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.

9.13 **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.

9.14 **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.

9.15 **American with Disabilities Act "ADA".** Title II of the ADA prohibits discrimination against persons with disabilities in all services, programs, and activities made available by the 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 government, including those that do not receive Federal financial assistance. HUD is the designated agency for all programs, services, and regulatory activities relating to State and local public housing and housing assistance and referrals. In addition, HUD has jurisdiction over a State or local government activity when HUD had jurisdiction under Section 504 of the Rehabilitation Act of 1973.

9.16 **Section 504 or the Rehabilitation Act of 1973.** Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in any program or activity receiving Federal financial assistance.

9.17 **Age Discrimination.** The Age Discrimination Act of 1975, 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 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. A recipient or subrecipient is permitted to consider age, otherwise prohibited, if the action reasonably considers age as a factor necessary to the normal operation or the achievement of any statutory objective of a program or activity. An action reasonably considers age as a factor necessary to the normal operation or the achievement of any statutory objective of a program or activity, is applicable when:

- (a) Age is used as a measure or approximation of one or more other characteristics; and
- (b) The other characteristic(s) must be measured or approximated for the normal operation of the program or activity to continue, or to achieve any statutory objective of the program or activity; and
- (c) The other characteristic(s) can be reasonably measured or approximated using age; and
- (d) The other characteristic(s) are impractical to measure directly on an individual basis.

9.18 Uniform Relocation Act. The Uniform Act (URA), 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.

9.19 VAWA Protections. The VAWA regulatory requirements under 24 CFR part 5, subpart L, as supplemented by this section, apply to all eligibility and termination decisions that are made with respect to ESG rental assistance on or after December 16, 2016. The Subrecipient must ensure that the requirements under 24 CFR part 5, subpart L, are included or incorporated into rental assistance agreements and leases as provided in § 576.106(e) and (g).

9.20 Occupational and Safety Health Act (OSHA). Congress passed the Occupational and Safety Health Act to ensure worker and workplace safety. Their goal was 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.

9.21 Section 3 Clause. The Subrecipient shall include or cause to be included the following language (referred to as the "Section 3 clause") in all Section 3 covered contracts and subcontracts under this Agreement and shall comply with the Federal regulations at 24 CFR Part 75, which implement Section 3. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

24 CFR 75 – Section 3 Clause

A. The work to be performed under this Contract is subject to the requirements of Section 3 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement

Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 regulations.

C. The Subrecipient and subcontractors agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Subrecipient and subcontractors agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has received notice or has knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The Subrecipient and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. The Subrecipient and subcontractor agrees to comply with the recordkeeping and reporting requirements found at 24 CFR § 75.15 and 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist the City in demonstrating compliance, including documentation that shows hours worked by Section 3 and Section 3 Targeted workers. The Subrecipient and subcontractor may also be required to meet additional requirements as outlined in the Housing and Revitalization Department Section 3 Programs Policy and 24 CFR Part 75.

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

10.01 **Nondiscrimination**: The 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. (City of Detroit ordinance section 27-1-1), and the responsibility to enforce the Americans with Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964, including the following:

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- 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 (42U.S.C. 2000d-2000d-4) and implementing regulations at 24 CFR Part 1.
- Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.
- Executive Order 11246 and the regulations issued at 41 CFR Chapter 60.
- Executive Order 11625, 12432, and 12138.
- Elliott-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, all 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 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 use a low-barrier and Housing First approach when providing services to all persons. Subrecipients are required to document reason for denying or refusing services to persons. Emergency Shelters must allow clients to stay, at minimum, overnight if they present for services, even if it after normal business hours or during the weekend. The Subrecipient shall not deny service to any person unless, in the reasonable judgment the Subrecipient, such person 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.. If for any reason a client is denied services, the denying agency is responsible for referring the household to another safe location.

11. CONFLICT OF INTEREST

11.01 The Subrecipient warrants that its participation in this Agreement will conform to the requirements of Detroit City Code, Section 2-5-34 "Disclosure by Contractors", the Uniform Homelessness Solutions Subrecipient Agreement 2021-2022
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Administrative Requirements, [2 CFR 200.318](#), 24 CFR 570.611 and 24 CFR 576.404 of the Code of Federal Regulations, and all applicable federal regulations, 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/or during the life of this Agreement.

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 Agreement, he or she shall make an immediate and full disclosure in writing to the Director of Housing and Revitalization Department or the HRD Program Manager, which shall include a description of the action which the Subrecipient has taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may seek a waiver/exception from HUD, or 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 or potential conflict of interest before the award of this Agreement and intentionally did not disclose the conflict, the Housing and Revitalization Department may terminate the contract for default, and or be subject to debarment or other applicable penalties.

11.05 The provisions of this clause 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 Housing and Revitalization 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 employee of the City of Detroit , or 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 (the "Public Servant") 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 Agreement or the proceeds thereof. In the event, a conflict of interest or potential conflict of interest is discovered, the Public Servant shall make an immediate and full disclosure in writing to the Director of Housing and Revitalization Department and the Detroit Board of Ethics, which shall include a description of the conflict of interest and the actions taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may seek a waiver/exception from HUD, or terminate this Agreement if it is in the best interest of the City.

11.08 The Detroit Board of Ethics reserves discretion to determine the proper treatment of any conflict of interest disclosed under Detroit City Code 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, damages, penalties, 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 which arises out of or pursuant to the Subrecipient's performance, or that of its Associates under this Agreement.

12.02 The Subrecipient undertakes and assumes all risks of dangerous conditions, if any, in and about any City premises and agrees to make an examination of all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services. The Subrecipient also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates for personal injuries or property damage while performing under this Agreement on premises which are not owned by the City.

12.03 The Subrecipient agrees that it is its 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 such property and materials used by any such person pursuant to the Subrecipient's performance under this Agreement or which is in their possession.

12.04 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-subrecipients hereunder, upon Notice from the City the Subrecipient shall pay for the full reasonable cost of the City defending 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.

12.05 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.

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

12.07 The Subrecipient shall save 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 this Article. The Subrecipient shall require as part of any contractual and/or sub contractual agreement entered into under this Agreement, that

the contractors and/or subcontractors 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.

13. INSURANCE

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

- a. **Worker's Compensation insurance** (subject to the terms of subparagraphs (1) and (2), below) for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance (subject to the terms of subparagraphs (1) and (2), below) with minimum limits of **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS** each accident. 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 Subrecipients which employ or will employ one or more employees during the term of the 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 Housing and Revitalization Department, which shall be attached to this agreement as Exhibit Q-1.
 - (2) Any Subrecipient which has provided such a certification and which later (but still during the term of this 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 (\$1,000,000) DOLLARS each occurrence; TWO MILLION (\$2,000,000) DOLLARS minimum aggregate;
 - (3) The policy shall include coverage for independent contractor liability insurance.
- c. **Automobile Liability Insurance** covering all owned (subject to the terms of subparagraphs 91) and (2), below), hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence
 - (1) Automobile Liability Insurance covering owned automobiles will only be required for those Subrecipients 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 Exhibit Q 2-3.

- (2) Any Subrecipient which has provided such a certification and which later (but still during the term of the this 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 grant funds from loss due to theft, fraud and/or undue physical damage such fidelity bonding or dishonesty protection insurance shall cover employees in an amount equal to the cash advances from the City as provided in Exhibit C attached hereto.

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 the 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 effected 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 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 coverages 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-subgrants, if any, to require that the contractors, subcontractors, and sub-subgrantees, if any, shall maintain all of the insurance required by this Article 8 and that the liability insurance shall name as an additional insured the City as defined in Section 12.01 b.(1) hereof and the Subrecipient. The Subrecipient shall produce such insurance upon request.

13.06 The provisions of this Contract 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.

13.08 Future Increase in Coverage. The Subrecipient shall, upon the request of the City, provide additional

insurance and/or increase the coverage amounts described in the preceding sections to be consistent with general insurance requirements of the City and HUD, as established from time to time by the OCFO-Office of the Controller, Compliance and Risk Management, or HUD or successor agency fulfilling substantially the same function, provided that such insurance is commercially available. Any such increase in coverage shall be required upon expiration of the insurance policy then in effect, or one year from the date the City notifies the Subrecipient of the requirement of additional or increased coverage, whichever occurs earlier.

14. TERMINATION AND REVERSION OF ASSETS

14.01 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, 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 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.

14.02 In accordance with 2 CFR Part 200 Subpart D, the City may terminate this Agreement without cause at any time, without incurring any further liability whatsoever, other than as stated in this Article, by giving written notice to the Subrecipient 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. 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 maximum payable provision in Section 5.01.

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

- a. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Obligate no additional Agreement funds for payroll costs and other costs beyond such date as the City shall specify, 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 this Agreement as is not terminated;
- c. 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;
- d. 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
- e. 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.

14.04 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 will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law and the Subrecipient accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product which 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.

14.05 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.

14.06 In accordance with the Federal regulations at 2 CFR 200 Subpart D, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, and the City may terminate this Agreement for convenience in accordance with the Federal regulations at 2 CFR 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, and 14.05 hereof, 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.

14.07 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 Grant 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 If 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 with any other City/HUD regulations or procedures described in the agreement.

15.02 The Subrecipient may file a written appeal of that determination with the City. Appeals must state the grounds for the appeal with specific facts and complete statements of the action(s) being appealed. Appeals must include a description of the relief or corrective action sought. Appeals will be rejected, as without merit, if they address non-procedural issues such as:

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

15.03 All appeals must be submitted in writing, and submitted to the Housing and Revitalization Director:

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

15.04 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.

15.05 Appeals that do not follow this procedure will not be considered. This appeal procedure will be the only administrative remedy available to organizations having approved Subrecipient Agreements with the City of Detroit.

16. ASSIGNMENT, CONTRACTING OR SUBCONTRACTING

16.01 The Subrecipient shall not assign, subcontract 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, which consent may be withheld in its sole discretion for any reason or no reason whatsoever. 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 or subcontract. 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 independent contractors liability insurance coverage in addition to all other types of coverage required hereunder.

16.05 The parties hereto acknowledge that HUD requires all Grant recipients and subrecipients to keep records and report on the use of Grant funds. Therefore the Subrecipient shall ensure that for all contracts and subcontracts under this Agreement that each subcontractor shall keep records and report in sufficient detail to the Subrecipient, and that each subcontractor, if any, shall keep records and report in sufficient detail to the contractor, on all use of 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, 24 CFR 576, and 2 CFR 200, including without limitation those set forth in Appendix A (I-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 means that circumstances very different from what was stated in the original agreement are about to occur. Such major changes shall include but are not limited to:

- Any amendment or extension to the time of performance or services that extends beyond the Agreement expirations date.
- 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 to be performed, or more people to be hired.

17.02 **Budget Modifications.** The Subrecipient may, if the City approves in writing, modify the line-item budget by requesting the modification in writing and specifying the need for the modification. Any modification of the line-item budget must be approved in writing by the City before the Subrecipient 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, and requests made may not exceed 10% for pay raises originally unrecognized in the budget. 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 will not be 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 a change in the 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
- Adding a new budget line-item that will be consistent with the originally approved scope of work and will not change the total budgeted amount of the contract.

17.04 The Subrecipient agrees to submit an amendment or budget modification request to the City within ninety (90) days from the need for the modification. The approval or disapproval of Subrecipient's budget modification request shall be at the discretion of the Housing and Revitalization Department Director or his or her designee and shall depend upon the current Exhibit A and Exhibit B of this Agreement. 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 acknowledge by duly authorized representative of both parties, approved by the appropriate City

department(s), and approved by 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 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 personnel and consultants 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 Director of the Housing and Revitalization Department.

18.02 The Subrecipient agrees to take appropriate action with respect to its personnel to insure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement can be 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 Director of the Housing and Revitalization Department 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 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 In accordance 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 establish a hiring policy in compliance with the Detroit City Code, such policy shall be submitted to the City of Detroit within ninety (90) days of approval of this Agreement by both parties.

20. OFFICE OF INSPECTOR GENERAL AND BOARD OF ETHICS

A. 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 fails to disclose such interest.
- 20.02 This Agreement shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to this Agreement.
- 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 actions of the Subrecipient, and its representative lobbyist or employee, 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.
- 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, it shall be the duty of every Public Servant, contractor and subcontractor 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.
- 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 In accordance with Section 2-5-106 of the City Code, it shall be the duty of every Public Servant, contractor, 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.
- 20.11 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, or any other applicable penalty.
- 20.12 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.
- 20.13 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.
- 20.14 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: Program Manager Name
 Phone/Email

If to the Subrecipient:

Subrecipient: Name
 Address
 Attention: Project Manager Name
 Phone/Email

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 award 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. 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.

23.07 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 Subrecipient agrees, consents and submits 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 Subrecipient agrees that service of process at the address and in the manner specified in Article 21 herein, will be sufficient to put the Subrecipient on notice and hereby waives any and all claims relative to such notice. The Subrecipient also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this 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 contractors and/or 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 of its contractors or subcontractors.

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 Homelessness Solutions Subrecipient Agreement 2021-2022
Final Version

regulations at 2 CFR 2424, 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, under the provisions of 2 CFR 2424. If during the term of this Agreement, the Subrecipient is placed on the HUD 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 HUD 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 HUD 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 utilizing the form attached hereto as Exhibit N, 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. The Subrecipient shall also require all parties who occupy a position with the Subrecipient defined at 2 CFR 2424 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 sub-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 funds from the government grantor agency, without penalty or interest.

22.18 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.

22.19 The Subrecipient warrants that it is currently registered to do business in the State of Michigan and is amenable to service or process at the address stated in Section 21, "Notices".

WITNESS WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

WITNESSES:

SUBRECIPIENT:

1. _____

By: _____

(Signature of Corporate Officer)

2. _____

Its: _____

(Office Held)

* * * * * * * * * * * * * *

WITNESSES:

CITY OF DETROIT, Housing and Revitalization Dept.

1. _____

By: _____

Julie Schneider

2. _____

Its: **Director**

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON _____

APPROVED BY LAW DEPARTMENT PURSUANT TO SECTION 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

Purchasing Director Date

Corporation Counsel Date

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL SIGNED BY THE PURCHASING DIRECTOR.

RESOLUTION OF CORPORATE AUTHORITY

I, _____, CORPORATE SECRETARY of «Name», a Michigan corpora
"Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the
meeting of the Board of Directors duly called and held on _____, _____, and that the same is now in
full force and effect:

I FURTHER CERTIFY that:

_____ is Chairman of the Board,
_____ is Executive Director,
_____ is President,
_____ is Vice President,
_____ is Treasurer,
and _____ is Secretary.

“RESOLVED, that the following are authorized to execute and deliver, in the name and on behalf of the
Company and under its corporate seal or otherwise, any agreement or other instrument or document in
connection with any matter of transaction that shall have been duly approved; the execution and delivery of any
agreement, or document, or other instrument, or document in connection with any matter of transaction that
shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by
any of such officers to be conclusive evidence of such approval.”

_____ Title/Position _____
_____ Title/Position _____
_____ Title/Position _____
_____ Title/Position _____
_____ Title/Position _____
and _____ Title/Position _____

I FURTHER CERTIFY that any of the aforementioned officers of the Company is authorized to execute or
guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in
the Agreement «CPO» between the City of Detroit and «Name» entered into for the purpose of providing
Public Services and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 2_____.

CORPORATE SEAL
(if any)

Signature: _____
Corporate Secretary

EXHIBIT A
Scope of Services
(Insert scope here)

EXHIBIT B
Program Budget
(Insert budget here)

EXHIBIT C**ACCOUNTING AND BOOKKEEPING PROCEDURES AND REQUIREMENTS****ACCOUNTING JOURNALS & LEDGERS**

1. **Co-mingling Funds.** There shall be a separate accounting that shows the source and “application” (distribution or expenditure) for all Agreement funds, but a separate bank or checking account is not required.

2. **Non-eligible costs** shall be segregated from Agreement costs. "Non-eligible costs" are those costs which are not properly documented or incurred in accord with the terms of this Agreement, are unallowable under Federal Cost Principles 2 CFR 200, or are non-eligible under 24 CFR 576 or 24 CFR 570 requirements.

3. **Recovery from Other Sources.** Expenses paid or payable from outside funding sources other than this Agreement shall be excluded from the Agreement general ledger account. Double billing is prohibited. Expenses recovered or recoverable from other funding sources shall not be included in the Agreement payment/reimbursement requisition (Exhibit D herein).

4. **Generally Accepted Accounting Principles/Double Entry System.** All financial records shall be kept in accord with generally accepted accounting principles and procedures. The Subrecipient, or the Subrecipient’s authorized fiduciary hereunder, shall maintain a double entry accounting system. The Subrecipient may use appropriate accounting computer software and technology to accomplish this purpose. The double entry accounting system shall include:

a. **General Ledger** shall be established and maintained for all accounts affected by this Agreement. The General Ledger shall be posted up-to-date at least once a month.

b. A **Cash Receipts Journal** shall be established and maintained. All Agreement payments shall be deposited in full in the Subrecipient's bank. Such bank must be a member of the FDIC. A bank deposit slip shall be kept on file which matches the amount of the Agreement payment.

Book cash balances shall be reconciled to bank balances in accordance with Standard Accounting Procedures.

c. A **Cash Disbursements Journal** shall be established and maintained.

*1. Disbursement shall be made by prenumbered checks signed by two (2) authorized representatives of the Subrecipient. A mechanical check protector is recommended for use to the extent possible, or checks shall be typewritten. Individual items purchased with petty cash shall be supported by properly executed cash vouchers (or requisitions) and vendor's invoices.

2. The Subrecipient will distribute its expenses in its records in accordance with approved budget classifications.

3. Disbursement shall be supported by copies of vendor invoices for all items other than payroll. Payroll shall be supported by a list of names, titles, time, rate, amount, deductions, and time sheets.

4. The Subrecipient shall make a clerical check of all Invoices and Records to ensure their accuracy. Evidence of such clerical checks shall be noted on the Invoice and/or be appropriately documented in records (electronic or manual) to prevent double payments, double billings or improper cost allocation.

5. Documentation in support of any rent charges shall be determined by the City, but shall minimally include a copy of the lease and monthly rent receipts.

6. All cash register receipts submitted as documentation must be validated. That

is, the purpose and description of the purchase shall be noted on the receipt, and it shall be signed both by the person who made the purchase and the authorizing representative of the Subrecipient. A properly completed purchase requisition with the cash register receipt attached may be used for this purpose.

7. Mileage reimbursement reports shall be reviewed and approved by an authorized representative of the Subrecipient.

d. A **Payroll Register** shall be maintained to adequately accumulate the required payroll information. Payroll tax withholding information shall be maintained in such a manner as to allow accurate payment to the taxing authorities. Required payroll tax returns shall be prepared and filed in sufficient time to avoid penalties, interest, and additional taxes. The Subrecipient may make tax payments by electronic transfer or such means as permitted by the taxing authorities.

1. Employee salary and wage payments shall be supported by time and attendance forms which the Subrecipient shall keep on file for City review and monitoring. Time-keeping/attendance records shall be formally approved by an authorized supervisory representative of the Subrecipient or as otherwise provided in the Subrecipient's personnel procedures.
2. Withholding taxes shall be based on proper authorizations and computed in the proper manner.
3. Reporting of payroll with supportive detail shall meet the requirements as stipulated in this Agreement (Exhibits B, G, H, and M).
4. Written contracts shall be maintained when the Subrecipient has hired a person to work on this Agreement as a personal services contractual employee or independent professional contractor. The Subrecipient shall follow Internal Exhibit C, Accounting And Bookkeeping Procedures And Requirements Revenue Services guidelines (IRS Publication 15, Circular E) regarding the treatment of, and liability for payment of, withholding and other taxes for all such persons hired on contract.

INTERNAL CONTROLS

* **5. Segregated Financial Oversight Duties.** Employee responsibilities shall be formalized and accounting responsibilities **shall be segregated, to the extent possible**, as follows:

a. Employees of the Subrecipient preparing payrolls and handling time reporting records shall not have access to the related paychecks. Employees, including managers, shall not sign their own pay checks.

b. Employees who handle or record cash or prepare or sign checks shall not also reconcile bank statements to accounting records.

GENERAL

6. **Employee/Personnel Records.** Appropriate personnel data for employees, including personal services contract for employees, as specified in the Subrecipient's written personnel policy, and as required herein, shall be maintained for all employees working on this Agreement (i.e., personnel folder, signed withholding authorization forms, employment contract or terms, disclosures, etc., as applicable)

7. **Equipment and other Personal Property.** Equipment [as defined at 24 CFR 54.2(l)], having a useful life of more than one year, that is purchased with funds derived from this Agreement, shall be marked with an appropriate tag or label, and inventories of such equipment shall periodically be taken. An inventory list of all such equipment purchased under this Agreement shall be submitted to the City. Tangible property purchased by

the Subrecipient with Agreement funds shall revert to the City at the expiration or termination of this Agreement, unless the City enters into a new Agreement with the Subrecipient or issues other instructions regarding disposition of such property. Generally, the Subrecipient shall implement the Federal property management standards found at 24 CFR 54.31-37 with respect to property acquired under this Agreement.

8. Budget Revisions. Proper budgetary controls shall be established and periodically reviewed. Excessive (e.g. revised every month) shifts between budget line items are unallowable. The Subrecipient shall not change any line or sub-line item in the Budget (Exhibit B) without written approval by the City. Acceptance of a Budgetary Status Report (Exhibit J hereof) revision and subsequent payment of an invoice by the City constitutes such City approval, unless the Subrecipient is otherwise notified of a denial or a hold by the City in writing. All Budget line item adjustments must be reflected on the Budgetary Status Report (Exhibit J) as approved by the City. **The Subrecipient is never approved to create a new (additional) line item without City approval of an amendment to this Agreement in accordance with Article 17 hereof, Amendments.**

9. Dishonesty Protection. The Subrecipient shall obtain fidelity bonds or other similar dishonesty insurance protection covering all employees who have access to Agreement funds in an amount adequate to cover the largest Agreement proceeds estimated to be on hand at any one interval. In the event such bonds are canceled the Subrecipient shall immediately notify the City. If the Subrecipient has a fiduciary agent, then the fiduciary must provide evidence of such bonding or insurance. Certificates evidencing bonding and insurance shall be submitted to the City prior to commencement of Services hereunder.

***10. Nepotism and Conflict of Interest.** The Subrecipient's formal hiring policy shall prohibit nepotism and conflicts of interest. Relatives of board members, managers or other such persons with decision making authority shall not be hired to work on, or be paid from, this Agreement. Pre-agreement incidence of nepotism shall be disclosed to the City and such persons salary/wages shall not be included in this Agreement budget or be paid by the City.

The Subrecipient shall require its employee(s) working on this Agreement to disclose their outside employment or business ties (if any) before beginning work on Services under this Agreement. All such disclosure(s) that may constitute, or give the appearance of, a conflict of interest or nepotism shall be reported to the City during the term of this Agreement. All disclosures, required certifications and/or other such documentation shall be kept on file in each employee's personnel file, as applicable.

***11. Interest Earned on Advance.** If any Federal Funds are advanced under this Agreement, all Agreement funds shall be kept in interest bearing accounts, to the extent reasonable and possible. All interest earned on such funds shall be reported in each payment request. If total interest earned during the term of this Agreement should exceed \$250.00, the excess shall be promptly remitted to the Federal Government in the manner in which the City shall prescribe.

12. Program Income. In accordance with Article 6.07 of this Agreement if any program income is earned by the Subrecipient, all program income earned must be reported to the City with each Payment request and Exhibit W.

13. Waiver or Determinations. If any provision of these Accounting and Bookkeeping Procedures cause the Subrecipient undue hardship, particularly those paragraphs herein preceded by "*", are in contradiction of other state or federal grant agreements, are impractical to implement or otherwise conflict with the Subrecipient's own formally adopted and authorized written policies, then the Subrecipient may request a determination for using an alternative procedure or a waiver of enforcement of the conflicting provision from the City. No such determination or waiver shall be deemed effective unless approved in writing by the City's authorized representative. The City may not waive provisions that are statutory or that would violate generally accepted accounting principles or federal program rules and regulations.

Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) or 2 CFR 200.330 *et seq.*, the Subrecipient is required to disclose the following:

1. Name of Subrecipient _____

2. Subrecipient Unique Entity ID (UEI) (must match name in SAM.gov)

3. As provided to you by your Contractor, in your Subrecipient’s organizations preceding completed fiscal year, did it receive 80% or more in gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes or NO (circle one)

4. As provided to you by your Contractor, in your Subrecipient’s organizations preceding completed fiscal year, did it receive \$25,000 or more in gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes or NO (circle one)

5. As provided to you by your Contractor, does the public have access to information on the compensation of the executives in the Subrecipient’s organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code.

Yes or No (circle one)

OFFICE USE ONLY

City of Detroit Federal Award Identification _____

City of Detroit Total Award of Federal Award _____

Total Amount of Federal Funds Obligated by this Action Subrecipient _____

CFDA Number and Name _____

Research and Development **Yes or No (circle one)**

Subrecipient Term of Performance _____

EXHIBIT D
PAYMENT/REIMBURSEMENT PROCEDURES AND REQUIREMENTS

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 **one original and one complete copy** of an Invoice that contains the following items of information:

A. Letter of transmittal on the Subrecipient's letterhead that:

1. provides the Subrecipient's legal name and Federal Employer I.D. Number,
2. states the total requested amount;
3. specifies the time period covered by the invoice;
4. specifies the Agreement Number;
5. specifies the amount of Indirect Costs included, if any;
6. specifies the amount to be credited toward the Advance,
7. reports all program income earned; and
8. is signed by an authorized representative of the Subrecipient.

B. A budgetary status report in the format of the sample attached hereto as Exhibit J 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 I);

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:

1. 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.
2. Mileage Reimbursement – All requests are to be on the "Private Car Mileage Report" (see sample attached hereto as Exhibit L).
3. Long Distance Calls - All long distance calls contained on the accompanying copy of the telephone bill shall be itemized on one form using the sample attached hereto as Exhibit K, or its equivalent. Any calls not accounted for will be assumed ineligible and therefore not reimbursable. Long distance calls are those made outside the Detroit metropolitan area. Reimbursement of any costs of telephone service and/or long distance calls shall only be allowable as pursuant to the Budget, Exhibit B.

D. Each submission shall contain a payroll register as per item (d)(4) of Exhibit C (attached hereto and made a part hereof) following the instructions given in Exhibit G (attached hereto and made a part hereof) and utilizing the form found attached hereto as a sample as Exhibit H. 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.

E. Personnel and payroll costs shall be backed up with the Time Distribution Summary (Exhibit M hereof). Unless the City specifically requests the Subrecipient to submit time-related records for its review, time sheets, time cards, 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:

A. Performance Schedule, attached hereto as samples Exhibits E . 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.

B. Statement of Eligibility, attached hereto as example Exhibit F, as instructed by the Project Manager.

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 a 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 fifteen (15) 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.

C. The indirect cost calculation shall be shown as the last item on Exhibit I, the check register.

D. Should the City disallow any direct costs from the request, and then the City shall recalculate and reduce the indirect costs accordingly.

EXHIBIT E

ACCOMPLISHMENT REPORT

To be submitted on a quarterly basis. The accomplishment record is generated via the HMIS system

EXHIBIT F
HOMELESSNESS SOLUTIONS INCOME LIMITS
Fiscal Year (FY) 2022 Income Limit Area
 Detroit-Warren-Livonia, MI HUD Metro FMR Area

Persons in Family	30% AMI (Extremely Low-Income Limits)	50% AMI (Very Low-Income Limits*)
1	\$18,800	\$31,350
2	\$21,500	\$35,800
3	\$24,200	\$40,300
4	\$27,750	\$44,750
5	\$32,470	\$48,350
6	\$37,190	\$51,950
7	\$41,910	\$55,500
8	\$46,630	\$59,100

*50% AMI is only to be used with ESG-CV funded programs

Agencies must ensure that clients meet the HUD income eligibility requirements and that they are using the most current annual median income (AMI) for all determination. AMI for the Detroit-Warren-Livonia, MI area can be found at <https://www.huduser.gov/portal/datasets/il.html> .

- 1) Initial income eligibility does NOT apply to Street outreach, Emergency shelter, or Rapid Re-housing.
- 2) Homeless Prevention- Initial – 30% AMI
Reassessment – 30% AMI
- 3) Rapid rehousing – Initial guidelines doesn't apply.
Reassessment- 30% AMI
- 4) Emergency shelter and Street outreach equal to or less 30% AMI

EXHIBIT G
PAYROLL REGISTER INSTRUCTIONS

(Instructions for: Exhibit G 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 H PAYROLL REGISTER

Payroll Register

Input value from paystub

Record as a decimal

This column should be 7.65% of HS Gross

Input value from paystub

Input value from paystub

Input value from paystub

Check Date	Check No.	Employee	Title	Gross	HS %	HS Gross	FICA Total	HS FICA TOTAL	Federal Total	HS Federal Total	State Total	HS State Total	City Total	HS City Total
						\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
						\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
						\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
						\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
						\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
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						\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
						\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
Total				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Employee title must match what is listed on the Exhibit B - Budget - staffing chart.

Subrecipient Name	
Agreement Number (CPA)	
Period Ending	
Prepared By	
Date Prepared	
Authorized By	
Date Authorized	

*Submission must be prepared and authorized by two separate individuals

EXHIBIT J
BUDGETARY STATUS REPORT
(SAMPLE)

Subrecipient Name: _____

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

Period Ending: _____ Agreement Number: _____

Funding Category	Total Prior Contract Costs		Contract Costs This Month		Total Costs Billed on		Budget		Contract Balance	
	<i>ESG Total Prior Contract Costs</i>	<i>CDBG Total Prior Contract Costs</i>	<i>ESG Costs</i>	<i>CDBG Costs</i>	<i>Total ESG Costs Billed on</i>	<i>Total CDBG Costs Billed on</i>	<i>ESG Budget</i>	<i>CDBG Budget</i>	<i>ESG Contract Balance</i>	<i>CDBG Contract Balance</i>
Funding Category										
Payroll										
Fringe										
Indirect Costs										
Subtotal										
Totals										

Note: Submission of invoices for reimbursement must be submitted to hsbilling@detroitmi.gov. Expenses paid or payable from outside funding sources other than the funding under this Agreement shall be excluded from the general ledger account. Double billing is prohibited. Expenses recovered or recoverable from other funding sources shall not be included in the Payment/Reimbursement Requisition.

Homelessness Solutions Subrecipient Agreement 2022-2023
Final

EXHIBIT K
LONG DISTANCE TELEPHONE CALL
REIMBURSEMENT FORM
(SAMPLE)

SUBRECIPIENT _____
 AGREEMENT NUMBER _____
 REIMBURSEMENT FOR EXPENSES FROM: _____ TO: _____

The person who signed under the initials-of-caller column made the following telephone calls. It is understood that each and every telephone call enumerated below was on and for the Subrecipient’s performance under this Agreement.
 Telephone Service for the Month of _____

LONG DISTANCE TELEPHONE CALL REIMBURSEMENT FORM				
Telephone Number Called	Location	Amount Billed for this Call	Initials of Caller	Comments (Explain how this call relates to NOF project operations.)
TOTAL				

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

EXHIBIT L

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 project activities)

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

Homelessness Solutions Subrecipient Agreement 2022-2023

Final

Exhibit M
Employee 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. ESG/CDBG hours worked must be used to pro-rate charges for each individual employee’s salary and withholding tax amounts charged to ESG/CDBG and be shown on the payroll register calculations. The % also applies to employer FICA taxes charged to this Agreement.

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

Total All Hours: _____

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

EXHIBIT N

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, principal proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant further agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines, the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Subrecipient, Contractor
Subcontractor, or Principal

By: _____

Its: _____

Date: _____

Exhibit O

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 subrecipients 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:

Authorized Representative's Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit P
SEPARATION OF CHURCH AND STATE

Pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR 570.200(j) dated September 30, 2003, and the regulation at 24 CFR 5786.406, the Subrecipient agrees that with respect to use and expenditure of the federal funds in performance of the Services hereunder:

- a) It will not discriminate against any person applying for, or seeking to participate in, federal funded activities on the basis of religion and will not limit such services or give preference to persons on the basis of religion or religious belief;
- b) It will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing, in the provision of the federally funded activities;
- c) If the organization conducts any religious activities, such activities must be offered separately in time or location from the federal funded activities, and participation of beneficiaries of the funded activities in any such religious activities must be wholly voluntary;
- d) If federal funds are received for public service activities, minor maintenance repairs may be made to the facility space in which public services are to be provided only in proportion to the federal funding allocation for the entire facility and to the extent to which the facility is used for secular, public service eligible purposes. Such space must not be a sanctuary, chapel or other room(s) used as a principal place of worship or for inherently religious activities. The above notwithstanding, such expenditures are governed by approved line items as provided in Exhibit B, Budget, of this Agreement and in no case shall maintenance repair costs exceed \$5,000.00, unless the City grants an exception in writing.
- e) No federal funds may be used to improve, acquire, construct, rehabilitate, repair or maintain a sanctuary, chapel or other rooms that a federally -funded religious congregation uses as its principal place of worship or for inherently religious activities. However, if ESG/CDBG funds are awarded for public facility rehabilitation, and space other than provided above is used, the federal funds may be used for rehabilitation of structures only to the extent and proportion that those structures are used for conducting eligible activities. Federal funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible federally-funded activities in accordance with cost accounting requirements of 2 CFR 200.

Subrecipient Organization Name: _____

Authorized Representative's Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT Q-1

INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: _____

Subrecipient Certification for Waiver of Workers Compensation and Employers Liability Insurance

The undersigned authorized representative of the Subrecipient does hereby certify that the above named Subrecipient organization has no employees and does not intend to have any employees during the term of this Agreement.

It is further agreed that should the Subrecipient intend to hire and employ any person(s) during the term of this Agreement, the Subrecipient will: (1) notify the Housing and Revitalization Department of such intent at least thirty (30) days prior to the employment of any such person; and (2) shall provide the Housing and Revitalization Department with certificates of insurance covering Workers Compensation and Employers Liability as specified in Article 8.01 paragraph (a) of this Agreement at least ten (10) days prior to employing any such person(s).

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT Q-2

INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name:

Subrecipient Certification for Waiver of Owned Automobile Liability Insurance

The undersigned authorized representative of the Subrecipient does hereby certify that the above named Subrecipient organization does not own and does not intend to own any automobile {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement.

It is further agreed that should the Subrecipient intend to acquire one or more automobile(s) {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement, the Subrecipient will: (1) notify the Housing and Revitalization Department of such intent at least thirty (30) days prior to acquiring any such automobile; and (2) shall provide the Housing and Revitalization Department with a certificate of insurance covering Automobile Liability as specified in Article 8.01 paragraph (c) of this Agreement upon its acquisition of such automobile(s).

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT Q-3

INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name:

Subrecipient Certification for Waiver of Owned Auto Coverage (“Any Auto”)

This will affirm that «Name», the Subrecipient under Agreement CPO No. _____ is an organization which OWNS NO automobiles other than those which have been scheduled with the insurer providing automobile insurance coverage as shown on the insurance certificate provided and further affirms that the Subrecipient has no plans to acquire any additional automobiles during the term of the Agreement. If any such automobiles should be acquired during the term of the Agreement, the Subrecipient affirms that it will provide insurance coverage as required by the Agreement.

Signed for Subrecipient, by:

Name Title Date

Under these circumstances, it is requested that the requirement for Owned Auto Coverage be deemed satisfied by virtue of the fact that the Subrecipient has shown that it has the required coverage for scheduled autos.

Signed for Department, by:

Name Title Date

EXHIBIT Q-4
INSURANCE WAIVER & CERTIFICATION

Subrecipient Organization Name: _____

PDD Determination: Insurance Certificates to be Submitted After City Execution of Agreement.

In accordance with Article 8.04 of this Agreement, the undersigned Project Manager of the Housing and Revitalization Department authorizes delayed submission of the insurance certificates required in Article 8 hereof. The Subrecipient is instead required to submit all of the specified insurance certificates no later than ten (10) days after receipt of notice from the Housing and Revitalization Department that the Agreement has been executed by the City Purchasing Director. The Housing and Revitalization Department shall not issue a notice for commencement of Services hereunder until all such certificates are received by the Housing and Revitalization Department.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT R
WEEKLY TIME AND TASK LOG FOR ALL GRANT FUNDED ACTIVITY
SAMPLE

PLEASE CHANGE, ADD OR ELIMNATE ANY ACTIVITIES FROM WEEK TO WEEK AS APPLICABLE TO GRANT RELATED ACTIVITIES

Use actual times so that this serves as a time sheet. Exhibit. E backup should match hours worked.

Staff position: Executive Director (WEEKLY time/task log)

Week One -	Mon	Tues	Wed	Thurs	Fri	Sat	Weekly totals
	1-4-09	1-5-09	1-6-09	1-7-09	1-8-09		
(List the task performed by your organization)	(Time spent on task)						
Business/Community Event		9-11:30a					2.5
Business Counsel and Refer	1-3p	1-3p	1-3p	1-3p			8
Web-Site database	10:30-a.m 11:30a.m.						1
Lead Grant (2004-2007)							0
Committee meeting				6-7:30 p			1.5
Staff training							0
Newsletter distribution	3-5p						2
Board, staff	6-7:30 p				11a-12p		2.5
Workshops - plan/conduct							0
Collaborative partner meetings		12-1p					1
Other: Deliver NOF report	10-10:30a						0.5
Daily totals (total number of hours)	7	5.5	2	3.5	1		19

Prepared by: _____

Approved By: _____ Date _____

Signature

COMMENTS:

Note: WEEKLY time/task log must be prepared for each week of the month

EXHIBIT S

FUNDING AWARD EXPENDITURE CERTIFICATION

Subrecipient Organization Name: _____

The Subrecipient understands and agrees that the funding awards indicated in the Exhibit B, Budget shall be reimbursed when acceptable forms of payment and documentation are submitted to the City as prescribed in Exhibit D for costs and services performed during the term of the agreement.

Any remaining balance shall be reprogrammed within 90 days of expiration of the agreement. Any prior grant award balances shall be reprogrammed and rendered inaccessible to the Subrecipient.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

HOMELESSNESS SOLUTIONS PROGRAM CERTIFICATION FORM

I hereby certify on behalf of

_____, a tax exempt, nonprofit organization, that should this proposal be awarded Emergency Solutions Grant and/or Community Development Block Grant funds by the City of Detroit, said organization shall, in carrying out grant funded activities, comply with the terms and conditions of the grant agreement with the City of Detroit, which shall incorporate 24 CFR Part 576, including, but not limited to, the following provisions:

1. If ESG or CDBG funds are used for Homelessness Prevention and Rapid Re-Housing (1) The individual or family income is below 30 percent of median income for geographic area and (2) the individual or family lacks sufficient resources to retain housing or attain it without this assistance.
2. Homeless individuals and families shall be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services needed to achieve independent living, and other Federal, State, local, and private assistance available for such individuals.
3. The applicant organization will participate in Coordinated Assessment system as outlined by the City of Detroit Policy and Procedure Manual.
4. The applicant organization will enter all required data into the City of Detroit's HMIS system, and will be accountable to ensure the timeliness, completeness and accuracy of data entry.
5. The applicant organization shall assure that they have taken all reasonable steps to minimize the displacement of persons, families or businesses as a result of a project assisted under this part.
6. Emergency Solutions Grant (ESG) and Community Development Block Grant (CDBG) Program-funded projects must comply with the nondiscrimination and equal opportunity provisions of Federal civil rights law, including the following federal regulations: Fair Housing Act (including Equal Access and Family Separation), the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity regulations, and the Americans with Disabilities Act regulations
7. The applicant organization shall comply with all Federal, State and Local Laws regarding equal employment opportunity and homeless persons' rights with respect to termination of services.

EXHIBIT T (continued)

HOMELESSNESS SOLUTIONS PROGRAM CERTIFICATION FORM – CONT'D.

7. The applicant organization shall comply with Federal Administrative Requirements (24CFR Part 91 and 576) and Federal Cost Principles (OMB Circular A-122) and Federal Audit Requirements (OMB Circular A-133).
8. The applicant organization shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C 4851-4856) as applicable, with the Drug Free Workplace Act and the requirement that it make a good faith effort to keep the work environment free from drugs or alcohol.
9. The applicant organization shall comply with all rules and regulations regarding lobbying, conflicts of interest and the prohibited use of debarred, suspended or ineligible contractors.
10. The applicant organization shall ensure that records are maintained as necessary to document compliance with the provisions of 24 CFR Part 576.2 and the organization's grant agreement with the City. Additionally, the applicant organization shall ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG.
11. The applicant organization has, or will have upon execution of the grant agreement, an action plan to assure that homeless or formerly homeless persons serve on the applicant's Board of Directors in an advisory or other capacity.

The undersigned attests that he/she is duly authorized by the Board of Directors of the above named organization to submit this proposal and certifications to the City of Detroit.

Signature: _____

Name Printed: _____

Title: _____

Date: _____

Exhibit U Subaward Data

(i)	Subrecipient Name	
(ii)	Subrecipient Unique Entity Identifier:	
(iii)	Federal Award Identification Number (FAIN):	
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	
(v)	Subaward Period of Performance Start Date:	
	Subaward Period of Performance End Date:	
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	
(ix)	Federal Award Project Description:	
(x)	Name of Federal Awarding Agency:	
	Name of Pass-Through Entity:	
	Contact Information for Federal Awarding Official:	
	Contact Information for [CAA] Authorizing Official:	
	Contact Information for [CAA] Project Director:	
(xi)	CFDA Number and Name:	[Insert CFDA number and name]

EXHIBIT V

**RECEIPT OF CITY OF DETROIT HOMELESSNESS SOLUTIONS PROGRAMS POLICY AND PROCEDURE
MANUAL**

Subrecipient Organization Name: _____

The Subrecipient acknowledges receipt of City of Detroit Homeless Programs Policy And Procedure Manual. As a subrecipient of City of Detroit Homelessness Solutions funds, our organization understands it is expected to provide services and adhere to the guidelines outlined in this manual. Our organization understands that our adherence to these policies will be monitored by Housing and Revitalization staff via programmatic monitoring conducted via desk audit and/or site visit.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit W

Certification for a Drug-Free Workplace

**U.S. Department of Housing and Urban
Development**

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing an on-going drug-free awareness program to inform employees ---

The dangers of drug abuse in the workplace;

The Applicant's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	
Signature	Date	
X		

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .

Exhibit X
CONFLICT OF INTEREST CERTIFICATE

I hereby affirm that I have received copies of the provisions of the Code of Federal Regulations relevant to HUD Conflict of Interest referenced in the Subrecipient Agreements under the CDBG, HOME, and ESG programs 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: _____

Name: _____
(Print)

Signature _____
President of Board of Directors **Date**

Or authorized representative:

Signature Authorized Representative: _____

Title: _____
Date

EXHIBIT Y

Exhibit Y

DUPLICATION OF BENEFIT 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, _____ hereby certify that the federal funds, awarded by the City of Detroit does not exceed the need for assistance, duplicate other assistance received by the Subrecipient for the same purpose, which includes but is not limited to duplicate 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 the federal funds must be repaid if it is determined that such assistance is duplicative.

Name of Organization:

Authorized Representative's Signature:

Printed Name:

Title: _____

Date: _____

