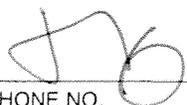


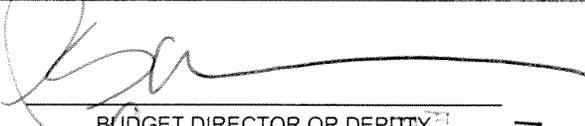
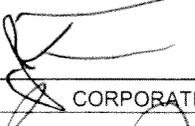
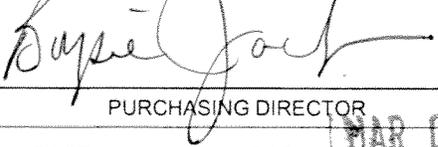
# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2893862  
 STANDARD PO NUMBER 2893864  
 CHANGE ORDER  
 REVISION 01

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT PLANNING AND DEVELOPMENT 
FUNDING SOURCE (Percent) FEDERAL 100% STATE % CITY % OTHER %	DEPARTMENT CONTACT PERSON SANDRA O'NEAL	PHONE NO. 224-9976
CONTRACTOR'S NAME COALITION ON TEMPORARY SHELTER (COTS)	DATE PREPARED 11-24-14	
CONTRACTOR'S ADDRESS: 26 PETERBORO DETROIT, MI 48201	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE TOTAL CONTRACT AMOUNT <b>\$210,000.00</b> TOTAL CPO AMOUNT <b>\$ 135,000.00</b> CHANGE AMOUNT <b>\$ 75,000.00</b>	
PHONE NO. (313) 831-3777	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: <b>38-2420565</b>	MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: HOMELESS SERVICES CHARGE ACCOUNT: 2002-361508-000000-628500-13340-000000-A3120		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	01-15-15
JAN 20 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	JAN 21 2015
	GRANT MANAGEMENT SECTION <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  GRANT ACCOUNTANT	2/19/15
JAN 29 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	1/29/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	2/5/15
	PURCHASING DIVISION  PURCHASING DIRECTOR	3/5/15

RECEIVED

R

D

JAN 29 2015

CITY OF DETROIT CONTRACTS SECTION LAW DEPARTMENT

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE \_\_\_\_\_ DATE **MAR 03 2015**

CITY OF DETROIT  
AMENDMENT AGREEMENT NO. 01  
TO  
AGREEMENT CPO NO. 2893862

THIS AMENDMENT AGREEMENT NO. 1, herein called the "Amendment," entered into this **1st** day of **November, 2014**, between **Coalition on Temporary Shelter**, the "Subrecipient," and the City of Detroit, a Municipal Corporation, acting by and through the Planning & Development Department, the "City," made relative and pertaining to Agreement CPO No. **2893862, dated October 1, 2013**, between the Subrecipient and the City (herein called the "Agreement"):

**WITNESSETH:**

WHEREAS, the Subrecipient and the City did heretofore enter into the Agreement to provide Public Services to residents of the City of Detroit; and

WHEREAS, said Agreement can be modified pursuant to Article 13 thereof; and

WHEREAS, the term of the Agreement is from October 1, 2013 through December 31, 2015; and

WHEREAS, it is the mutual desire of the parties hereto to amend the Agreement to provide for an extension of the term of the Agreement for an additional **twelve (12) months up to and including December 31, 2016**; with an increase in compensation in the amount of **SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00)**;

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 that this Agreement is amended in the following manner:

That Article 3.01 which reads:

3.01 This Agreement, subject to the approval of the City Council, shall be effective upon (1) such approval of the City Council, and (2) execution by the Purchasing Director of the City of Detroit. The term shall be **from October 1, 2013 through December 31, 2015**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Subrecipient.

Is Amended to read:

3.01 This Agreement, subject to the approval of the City Council, shall be effective upon (1) such approval of the City Council, and (2) execution by the Purchasing Director of the City of Detroit. The term shall be from **October 1, 2013 through December 31, 2016**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Subrecipient.

That Article 5.01, which reads:

5.01 The City agrees to pay the Subrecipient an amount up to **One Hundred Thirty Five Thousand and 00/100 DOLLARS (\$135,000.00)** for the complete and proper performance of the Services as set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made apart hereof. Such compensation shall be paid only as provided in, and pursuant to, the Budget, attached hereto as Exhibit B, and is inclusive of any and all remuneration to which the Subrecipient may be entitled.

Is Amended to read:

5.01 The city agrees to pay the Subrecipient an amount up to **TWO HUNDRED TEN THOUSAND and 00/100 (\$210,000.00) DOLLARS** for the complete and proper performance of the Services as set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof. Such compensation shall be paid only as provided in, and pursuant to, the Budget, attached hereto as Exhibit B, and is inclusive of any and all remuneration to which the Subrecipient may be entitled.

That all other terms and conditions and covenants of the Agreement shall remain in full force and effect as set forth therein; and

In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.

IN WITNESS WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Amendment Agreement CPO# 2893862 CO#01 (SPO# 2893864) as of the date first above written.

WITNESSED BY:

1. [Signature]  
2. [Signature]

SUBRECIPIENT:

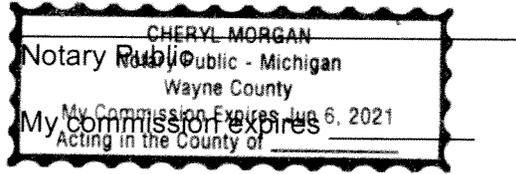
By: [Signature]  
(Signature of Corporate Officer)  
Its: CEO  
(Office Held)

\* \* \* \* \*

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN )  
) SS  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 18th day of November, 2014, by Cheryl P Johnson, the chief executive officer of COTS, a COTS Corporation on behalf of the Corporation.



\* \* \* \* \*

WITNESSES:

1. [Signature]  
2. [Signature]

CITY OF DETROIT

By: [Signature]  
THOMAS LEWAND  
Its: GROUP EXECUTIVE

\* \* \* \* \*

THIS AGREEMENT WAS APPROVED BY THE CITY COUNCIL ON MAR 03 2015

[Signature]  
Purchasing Director Date 3/5/15

APPROVED BY LAW DEPARTMENT PURSUANT TO SECTION 6-406 OF THE CHARTER OF THE CITY OF DETROIT

[Signature] 2-5-15  
Corporation Counsel Date

\* This Amendment Agreement is not valid or authorized until approved by resolution of the City Council and signed by the Purchasing Director of the City of Detroit.



**RESOLUTION OF CORPORATE AUTHORITY I**, MICHAEL FRIEDMAN,  
CORPORATE SECRETARY of **Coalition on Temporary Shelter**, a Michigan  
Corporation (the "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 OCTOBER 23, 2013, and that the same is now in full force and effect:

I FURTHER CERTIFY that:

\_\_\_\_\_ is Chairman of the Board,  
\_\_\_\_\_ is Executive Director,  
GEORGE ROCHETTE is President,  
AVERY K. WILLIAMS is Vice President,  
ALAN AMEJUDT is Treasurer,  
and MICHAEL FRIEDMAN 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."

<u>CHERYL P. JOHNSON</u>	Title/Position <u>CHIEF EXECUTIVE OFFICER</u>
<u>SHARYN W. JOHNSON</u>	Title/Position <u>CHIEF OPERATING OFFICER</u>
_____	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 between the City  
of Detroit and **Coalition on Temporary Shelter** 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 18th day of NOVEMBER,  
2014.

CORPORATE SEAL  
(if any)

Signature:   
Corporate Secretary

EXHIBIT A  
**COALITION ON TEMPORARY SHELTER**  
**(COTS) EMERGENCY SHELTER PROGRAM**  
**2014-2015**

During the term of this Agreement, the Subrecipient, **Coalition On Temporary Shelter (COTS) Emergency Shelter Program**, shall provide public service homeless activities herein called the "Project" or the "Services", in order to provide **Homeless Public Service** for persons who are residents of the City of Detroit.

I. GENERAL REQUIREMENTS

A. For so long as this Agreement remains in full force and effect, the Subrecipient shall operate an emergency shelter and transitional housing located at 26 Peterboro, Detroit, Michigan, 48201. "Homeless", as used herein, means families and individuals who are poor and have no access to either traditional or permanent housing. Pursuant to 24 CFR 576.73(d), the Subrecipient shall notify and request prior approval of the City before closing down, moving or changing the location(s) of the emergency shelter(s) funded hereunder. No change in location or closure may be undertaken without approval of the City.

B. The Subrecipient shall maintain the shelter (and/or transitional housing) premises in a safe and sanitary condition, in accord with local health, fire and safety codes. The Subrecipient shall comply with all applicable requirements of the City of Detroit Ordinance pertaining to licensing of emergency shelters and shall obtain a license pursuant to that ordinance from the Business License Center, Consumer Affairs Division of the Buildings, Safety and Engineering Department of the City of Detroit. The Subrecipient shall renew such license annually.

C. The Subrecipient shall, to the extent feasible, give assistance to homeless individuals related to essential support services necessary for achieving independent living. To the maximum extent practicable, homeless families and individual shall be involved in the operation, maintenance, rehabilitation or provision of services at shelter facilities. The Subrecipient shall submit to the City its action plan for such involvement, to the extent practical, of homeless families and individuals in its operation, maintenance, rehabilitation or provision of services for shelter facilities funded hereunder, as applicable.

D. No rent or any fees shall be charged to homeless persons for emergency shelter or emergency shelter supportive services hereunder. However, the Subrecipient may install pay phones and/or coin laundry services on the shelter premises if the City approves them in writing as reasonable, necessary and not constituting a hardship for homeless clients of the shelter.

E. The Subrecipient may not accept food stamps from homeless clients, or require homeless clients to other relinquish food stamps, whether for food or not, unless licensed to do so by the U.S. Dept. of Agriculture.

F. Projected shelter service levels during the term of this Agreement shall at-a minimum strive to meet the goal of providing shelter and support services to an average of 140 homeless individuals monthly. The Services shall be performed as scheduled and in the manner specified herein, unless an exception is otherwise approved in writing by the City. The Subrecipient shall immediately notify the City of any anticipated change in location.

G. The Subrecipient shall also provide, for shelter clients, access to, or referral to, services performed by other agencies that deal with housing placement services, education, employment and emergency health care or other forms of public or private assistance as may be available for homeless persons.

H. The Subrecipient shall keep records documenting the number of homeless clients served and statistical and/or other narrative data about essential support service levels, including any demographic information as may be required herein or in Exhibit E hereof. This information shall be reported monthly to the City on or before the 15th of each succeeding month during the term of this Agreement.

I. In accord with the Cranston-Gonzalez National Affordable Housing Act, the Subrecipient may terminate assistance to any individual or family that violates program requirements if such termination is in accordance with a formal process for termination of assistance as established by the Subrecipient. The Subrecipient's formal process for termination shall recognize the rights of individuals affected and may include a hearing. The Subrecipient shall submit its formal termination process and shelter rules to the City's Homeless Coordination Department for review.

J. The requirements of paragraph B herein as it pertains to licensing, and of paragraph D with respect to rent charges or fees, do not apply to all or any part of the project that constitutes transitional housing. Transitional housing is defined as a form of longer term rental housing (stays of from six months to up to two years allowable) in which intensive supportive services are provided to meet special needs of homeless persons in an effort to assist them in becoming self-sufficient. Facilities providing only short term client stays of less than sixty days and/or providing only basic supportive services (food, laundry, hygiene needs, short term counseling, sleeping space, but no other intensive service) does not qualify as transitional housing for purposes of these exceptions. If a question arises regarding whether a facility is, or is not, transitional housing, the determination of the City shall govern.

## 2. CDBG NATIONAL OBJECTIVE CRITERIA

This Project will meet the Community Development Block Grant national objectives in the following way:

The Subrecipient will gather and maintain records with appropriate information to show that clients are exclusively, 100%, low/moderate income persons or that in all cases where another agency's income and intake criteria are used by the Subrecipient, those limits are equivalent to or stricter than HUD income limits

The Subrecipient sponsors an event where the numbers of people attending or method of contact make it difficult to collect low/moderate income eligibility information. The actual HUD low and moderate income limits shall be included in any program event advertisements and be posted prominently at the event. Such wording shall, at a minimum, include the following statement:

The Subrecipient will gather and maintain records with appropriate information to show that 100% of clients meet HUD guidelines that specify the subpopulation(s) below as being presumed to be primarily low to moderate income persons:

- Senior Citizens
- Handicapped
- Homeless
- Abused Children
- Battered Spouses
- Illiterate Persons

\_\_\_\_ Migrant Farm Workers  
\_\_\_\_ Persons Living with AIDS

The Subrecipient shall make and maintain such data and records as required by the City and as necessary for the reports required in Exhibit E and F hereof. Such records shall identify project participants and/or beneficiaries and their addresses, the nature of the services provided, dates services are provided, the quantity or number of times services are provided, and such other information which the City deems necessary to fulfill the City's project monitoring responsibility. The subrecipient shall maintain all records taking care to treat participant personal or income information with due respect for confidentiality.

### 3. SERVICES TO BE PERFORMED

During the term of this Agreement, the Subrecipient shall perform a needs assessment to determine services to be provided to homeless individuals during their stay in the shelter;

During the term of this Agreement, the Subrecipient shall perform a needs assessment to determine services to be provided to homeless individuals during their stay in the shelter;

During the term of this Agreement, the Subrecipient shall perform a needs assessment to determine services to be provided to homeless individuals during their stay in the shelter;

1. Outreach:
  - a. Services designed to publicize the availability of emergency housing to the homeless
  - b. Establish and maintain collaborative partnerships with mainstream community resource providers on a weekly basis
  - c. Client advocacy
  - d. Provide referrals to appropriate in-house and community resources as needed
2. Emergency Shelter and housing search and placement
3. Case Management
  - a. Arrangement, coordination, monitoring and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities may include:
  - b. Counseling
  - c. Developing, securing, and coordinating services
  - d. Monitoring and evaluation program participant progress
  - e. Assuring that program participants' rights are protected
  - f. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to any financial assistance.
4. Life Skills
  - a. Household budgeting and money management
  - b. Accessing free personal credit report, and resolving personal credit issues
  - c. Navigation of mainstream community resources
  - d. Parenting skills and knowledge of Michigan Department of Human Services (MDHS) Child Protective Services (CPS) program
  - e. Understanding of rights and responsibilities of landlords and tenants in rental relationships
5. Alcohol and drug abuse services
  - a. Relapse Prevention services delivered in accordance with the Certified Addictions Counselor (CAC) certification from the Michigan Certification Board of Addiction (MCBAP) and referral to the appropriate in-house and community resources as needed

6. Mental Health Services
  - a. Referral to the appropriate in-house and community resources as needed
7. HIV/AIDS related services
  - a. Referral to the appropriate in-house and community resources as needed
8. Other health services
  - a. Referral to the appropriate in-house and community resources as needed
9. Education
  - a. Referral to the appropriate in-house and community resources as needed
10. Housing placement
  - a. Services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include:
    - i. Tenant counseling
    - ii. Assisting individuals and families to understand leases
    - iii. Securing utilities
    - iv. Mediation and outreach to property owners related to locating or retaining housing.
11. Employment Assistance
  - a. Referral to the appropriate in-house and community resources as needed
12. Child Care
  - a. Referral to the appropriate in-house and community resources as needed
13. Transportation
  - a. Provision of public transportation tickets
  - b. Referral to the appropriate in-house and community resources as needed
14. Legal
  - a. Referral to the appropriate in-house and community resources. This includes services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues.
15. Other
  - a. Referral to the appropriate in-house and community resources as needed

These services will be provided by four (3) Shelter Housing Case Planners whose essential job duties are:

1. Case planning with shelter guests and joint case planning with other referral agencies
2. Maintain accurate case records
3. Evaluate and assess the needs of the shelter guests to determine appropriate case planning and/or the agency's ability to service
4. Complete initial interview requirements, required documentation, applications, food shelter log, and daily statistics forms.
5. Responsible for distribution of bus tickets.
6. Responsible for logging essential information pertaining to the shelter guests (i.e., curfew extensions, medial alerts, work schedules, early outs, etc.)
7. Discharge/terminate shelter guests when necessary and provide written referrals for food, furniture, clothing and other services.
8. Collaborate with inter-agency departments to monitor shelter guests' maximum utilization of available services.
9. Participate in quarterly case reviews

Expected Outcomes:

1. Ninety percent of the Emergency Shelter Clients will show improvement on one or more areas of the Self Sufficiency Matrix
2. One Hundred percent of clients will receive at least one supportive service referral

The Arizona Self Sufficiency Matrix (SSM) is a reliable and valid instrument endorsed by the U.S. Department of Housing and Urban Development and the Substance Abuse and Mental Health Services Administration. It is widely used to gauge program and client success. The SSM is comprised of 15 measures that include basic needs (e.g., income, employment, housing and food), other areas that include education. The SSM point scale ranges from 1 to 5 (1=In Crisis; 2=Vulnerable; 3=Safe; 4=Building Capacity and 5=Empowered).

The provision of supportive services and referrals assists clients in obtaining basic needs, skill building, employment opportunities, and benefits that help to promote long-term housing stability.

4. PERSONNEL

Charles Pearson, Program Director

Ella Conley-Perkins, Case Planner

Eshundra Beck, Case Planner

Deja Farr-Lowery, Case Planner

Qualified personnel shall perform the Services. Personnel performing trades, professional, health or food services, AS APPLICABLE, shall maintain the appropriate permits, licenses or other credentials as may be required by State or local law. Job descriptions and credentials for all personnel providing Services hereunder shall be kept on file by the Subrecipient and shall be available for review by the City.

5. PROJECT LOCATION (S) AND OPERATIONS SCHEDULE

A) Both the project activities and the administrative offices are based at 26 Peterboro, Detroit, Michigan, 48201.

B) The service area of the project includes the Detroit Metropolitan area.

C) The project will operate from Sunday through Saturday, 24 hours per day.

To the extent possible, the Subrecipient shall provide a safe and healthy environment for Project activities hereunder. All applicable occupancy permits, fire inspection reports, elevator inspection reports, and/or other building or health code permits, licenses and certificates shall be posted in a conspicuous place on the Subrecipient's premises which constitute a base of operations for Project Services.

## 6. PERFORMANCE SCHEDULE

During the term of this Agreement the Subrecipient shall, at a minimum, provide 35,000 service units to a minimum of 1,250 persons. On a monthly basis, the Subrecipient shall strive to meet the goal to provide 3,000 units of project services to an average of 140 persons.

A. A unit of service is one night of emergency shelter.

## 7. ANNUAL MEASURABLE PROJECT OUTCOME

The overall goal of this project is to accomplish the following measurable annual outcome:

Objective: Provide decent affordable housing

COTS' Emergency Shelter Program will address the decent, affordable housing objective by providing emergency shelter and rapid housing relocation and stabilization services.

Ninety percent of the Emergency Shelter Clients will show improvement on one or more areas of the Self Sufficiency Matrix

Outcome: Sustainability

COTS' Emergency Shelter program will address the sustainability objective by providing supportive services to support long-term housing stability.

One Hundred percent of clients will receive at least one supportive service referral

**EXHIBIT B**  
**COALITION ON TEMPORARY SHELTER**  
**City of Detroit Emergency Shelter Grant**  
**2014-2015 FISCAL YEAR'S FUNDING**

Category		Description	Amount from Other Funding	Amount from 2014-2015 ESG grant
<b>OPERATIONS &amp; MAINTENANCE</b>				
<b>PERSONNEL COSTS:</b>				
Title	Hourly Rate x Hours x Weeks			
	Salaries		\$ -	\$ -
	Employer Payroll Taxes		-	-
	Fringe Benefits (Hlth, Dental, Life, WC, Life Ins & Thrift)		-	-
	Utilities & Phone		-	-
<b>Sub-total Operations &amp; Maintenance</b>			-	-
<b>ESSENTIAL SERVICES</b>				
Shelter Monitors	5 FTE (\$10.10 x 40hours/wk x 52 wks)		\$ 63,024	\$ 42,016
	Employer Payroll Taxes		5,451	3,634
	Fringe Benefits (Hlth, Dental, Life, WC, Life Ins & Thrift)		15,760	10,500
	Client Transportation		-	4,850
	Shelter Laundry		3,150	6,500
	Shelter Supplies		7,500	7,500
<b>Sub-total Essential Services</b>			<b>\$ 94,885</b>	<b>\$ 75,000</b>
<b>HOMELESS PREVENTION</b>				
<b>Sub-total Homeless Prevention</b>			\$ -	\$ -
<b>TOTAL ESG Grant</b>			<b>\$ 94,885</b>	<b>\$ 75,000</b>
<b>TOTAL Requested From ESG Grant Not to Exceed</b>				<b>\$ 75,000</b>

## 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: Shirley D. Spawson

Its: CHIEF OPERATING OFFICER

Date: APRIL 15, 2014

## 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: Sharyn W. Johnson

Printed Name: SHARYN W. JOHNSON

Title: CHIEF OPERATING OFFICER

Date: APRIL 15, 2014

**Detroit City Council**  
Legislative Policy Division

TO: Purchasing Division Staff  
FROM: David Teeter  
DATE: March 3, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the February 24, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 3, 2015 and **APPROVED***

**Reported by the Budget, Finance and Audit Committee:**

No Contracts Reported

**Reported by the Internal Operations Committee:**

87073	Hagar Marcella Davis	\$19,440	GENERAL SERVICES
	Submitted in the List and Referred February 17, 2015.		
2900248	Fink & Associates	\$200,000	LAW
	Submitted in the List and Referred February 24, 2015.		
86798,Amend.	Ali Alfarajalla (Benson)	+ \$4,004 to \$28,182	CITY COUNCIL
	Submitted in the List for March 3, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		

**Reported by the Neighborhood and Community Services Committee:**

No Contracts Reported

**Reported by the Planning and Economic Development Committee:**

2893862,Amend.1	Coal.on Temp.Shelter (COTS)	+ \$75,000 to \$210,000	PLAN.& DEVELOPT
	Submitted in the List and Referred February 24, 2015; Approved with <b><i>WAIVER</i></b> .		

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of March 3, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 3, 2015 and **APPROVED***

**Reported by the Public Health and Safety Committee:**

2904245                      Utility Resource Group                      \$2,700,000      PUBLIC LIGHTING  
Walked on as Special Letter, dated March 3, 2015; Moved to New Business.

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of March 3, 2015 and the Vote was **POSTPONED FOR 1 WEEK.***

**Reported by the Internal Operations Committee:**

87020,Amend.1                      Douglas Baker                      + \$5,106 TO \$114,106                      LAW  
Submitted in the List and Referred February 17, 2015; Correction referred Feb. 24, 2015.

*The following contracts were **REFERRED** on February 24, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Budget, Finance and Audit Committee:**

No Contracts Referred

**Referred to Internal Operations Committee:**

2894543,Emg.Pcmt.      Professional Service Ind.      GENERAL SERVICES  
2880110,Amend.1      Cummings,McClore, Davis&Acho      LAW

**Referred to Neighborhood and Community Services Committee:**

2617781,Amend.1      Detroit 300 Conservancy      RECREATION

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of March 3, 2015

Page 3

*The following contracts were **REFERRED** on March 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Planning and Economic Development Committee:**

No Contracts Referred

**Referred to Public Health and Safety Committee:**

2874673,Purch.Incr.	Enterprise Uniform	FIRE
2793738,Ext.	Apollo Fire Equipment	FIRE
2805136,Amend.	Pierce,Monroe & Assoc.	MUNICIPAL PARKING
2885985,Renew	IPS Group	MUNICIPAL PARKING
2878424,Renew	Cadillac Asphalt	PUBLIC WORKS

*Contracts that are currently HELD for review, discussion or report to the Standing Committees.*

**HELD in Internal Operations Committee**

2888170,Amend.2 Aquarius Professional Staff. + \$465,712 to \$1,925,712 GENERAL SERVICE  
Submitted in the List and Referred February 17, 2015; Correction Referred Feb. 24, 2015.

87096 Maurice Cox \$17,400 MAYOR'S OFFICE  
Submitted in the List and Referred February 24, 2015; Report requested from LPD.

01/11/12

## City Council Contract Agenda Items Review Checklist

Reviewer: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date: November 20, 2014 Department: Planning and Development Division: NSS/Homeless

Dept Head/Contact Person: Sandra O'Neal Phone No.: 313-224-9976

Description: Coalition on Temporary Shelter(COTS) Contract No.: 2893862 01 PO Type:  
Prof Svc - CPOEst. Value: \$ 210,000.00

Contract Term (if applicable): October 1, 2013 to December 31, 2016.

Funding: City \_\_\_\_\_% State \_\_\_\_\_% Federal 100% Other: \_\_\_\_\_ %  
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: \_\_\_\_\_ Required Date: \_\_\_\_\_

1. Is the product or service ESSENTIAL to department operations?  Yes  No

If "Yes" please explain why: Required activity and to stay within HUD guidelines to offer services to the homeless citizens of Detroit.

Consequence of not buying: \_\_\_\_\_

2. Was the product or service competitively bid?  Yes  No  
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

\_\_\_\_\_

3. Was a Co-Operative Agreement Considered?  Yes  No Co-Operative Name: \_\_\_\_\_  
If answer to #3 is "No" explain why a Co-Op was not considered: \_\_\_\_\_

4. Were savings achieved?  
 Yes Amount \$ \_\_\_\_\_  No  
Were additional savings requested? (10%)  Yes  No

5. Does the supplier currently provide other goods and services to the City?  Yes  No  
If yes please list: \_\_\_\_\_

6. The business being awarded is NEW CONTRACT  
If #6 is a renewal provide justification for renewal: Provide homeless services to the citizens of Detroit.  
If #6 is a increase/decrease does this represent:  
 Variance in unit price only (Current unit price \$ \_\_\_\_\_ Suggest Unit Price \$ \_\_\_\_\_ )

01/11/12

Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments?  Yes  No

If "yes" can this req/par be combined other department requirements.?  Yes  No

8. Is this a service that can be performed by City employees?  Yes  No

Is this a service that City employees can be trained to do?  Yes  No

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NOTES:

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**PLACE ON CITY COUNCIL AGENDA**

**REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

INFORMATION PROVIDED BY: Sandra O'Neal



TITLE: Project Manager PHONE NO. 313-224-9976



Name of Reviewer/Affiliate Organization: Shirley Walker, NSSD

Proposal#: 22

<p>Applicant Agency: <u>COTS</u> <span style="float: right;"><u>95</u></span></p>
---

Date Reviewed: 9/24/14



1.  A private corporation organized under state and local law that has a current tax exemption ruling from the Internal Revenue Service with a voluntary board of directors and no part of its earnings inuring to its members, founders, or an individual.
  2.  The organization conforms to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems."
  3.  Have at least two (2) years' experience serving eligible "homeless" and/or "**at-risk**" populations, under the ARRA-funded HPRP or the ESG program, as operated within the City of Detroit (funded either directly by the City of Detroit or as a sub-recipient under the Michigan State Housing Development Authority)
  4.  Meet the timing, form and content requirements of the City's RFP, and certify that it will comply with the requirements of the City's grant agreement with respect to Emergency Solutions Grants Program implementation (Certification in Exhibit 9)
  5.  Have actively used the City of Detroit's HMIS for at least one (1) year or if awarded funding, agree to comply with the City's HMIS requirement prior to contract execution or comparable HUD approved tracking system.
  6.  Have at least one (1) homeless or formerly homeless individual represented on its governing Board of Directors or if awarded funding agree to comply prior to contract execution
  7.  Meet eligible activities requirement
  8.  Applicant submitted a separate application for each activity for which funding is requested.
  9.  Three (3) Letters of Support
1. 501(c)3 IRS Certification or a group exemption letter under Section 905 from the IRS that includes the corporation
  2. One of the following:
    - A certification from a CPA (See Exhibit 1 for a sample certification letter from a CPA and requirements), or
    - A HUD approved audit summary report
  3. At least two of the following:
    - A **dated** annual report for two or more prior years; Dated board meeting minutes from July 2012 through May 2014;
    - Dated financial audits for the past two years; or
    - Evidence of homeless service funding from the City of Detroit, MSHDA or HUD showing relevant homeless experience.
  4. Submission of completed RFP package by the **September 15, 2014** deadline.
  5. Provide HMIS Participation Certification from the Detroit Area Continuum of Care (CoC) (See Exhibit 1) or an explanation of comparable HUD approved tracking system.
  6. Provide one of the following:
    - Signed and dated board meeting minutes approving a homeless individual's appointment to the board; or
    - Board certified letter verifying the board appointment of a homeless individual.
  7. Clearly marked and identified activities being proposed in the RFP package submitted by the **September 15, 2014** deadline.
  8. Separate application and budget submitted for each activity.
  9. Three (3) Letters of Support in (Exhibit 1).



**Phase II: Rating Proposals**

There is a maximum of 100 points possible. These guidelines are broken up into the different sections and each section has an overall maximum number of points that the section is worth. There are sub-components within the section with its own maximum points possible (in **bold**, in parenthesis). Reviewers should score points anywhere along the scale, depending on how they view the response given in that section. Reviewers may also award half (½) points if they choose.

<b>I. Relevant Experience and Management Capacity</b>	<b>Points Possible</b> <b>15</b>	<b>Points Scored</b>
<p>Organizations must demonstrate track record:</p> <p>Organizations must demonstrate management capacity as evidenced by organizational chart, summary of program policies and procedures, board member listing, management qualification chart, and summary of organization's experience. <b>(8 pts)</b></p> <p>Proven track record of past performance in City and /or MSHDA/ESG programs as evidenced through a narrative and any two of the following: most recent monitoring report, close out reports, annual reports to government agencies or other funders, recommendation letters or provision of annual reports to HUD or other comparable funding agencies (See Exhibit 5). <b>(5 pts)</b></p> <p>Timeliness of data entry response, demonstrate process to enter data within 48 hours of service provision. (Section I C. &amp;/or Exhibit 11) <b>(2pts)</b></p>		<p style="text-align: center;">8</p> <p style="text-align: center;">5</p> <p style="text-align: center;">2</p>
<p><b><u>Insert Notes on Section I Scoring Here:</u></b></p> <p>No letter or statement indicating that data entry was completed within 48 hours. HMIS entry is completed twice a week.</p>		

<b>II. Financial Capacity</b>	<b>Points Possible</b> <b>20</b>	<b>Points Scored</b>
<p>Does the applicant demonstrate access to "cash flow" (i.e. at least 60 days working capital, proof of line of credit with unused balance, bank statements, financials, loan commit-</p>		



<b>II. Financial Capacity</b>	<b>Points Possible 20</b>	<b>Points Scored</b>
<p>ment, documented in Exhibit 6. <b>(10 pts)</b></p> <p>Based on a review of their most recent financial statements and/or audit, does the organization demonstrate they are financially stable and have positive revenue over expenses to continue its operations? <b>(5 pts)</b></p> <p>Financial accountability as demonstrated by the availability of most recent financial statements and monthly or quarterly financial reporting to board of Directors. <b>(5 pts)</b></p>		<p>10</p> <p>5</p> <p>5</p>

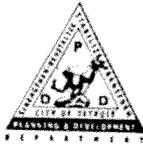
**Insert Notes on Section II Scoring Here:**  
 COTS is requesting \$135,000.00 divided by 12 times 2 equals \$22,500 needed for 60 days working capital. Operating income statement dated 12-31-2013 Net Operating Income \$146,184. Letter from McGregor Fund awarding \$300,000 to COTS dated 12/18/13. Copy of a check from GM Foundation totaling \$100,000 dated 2/7/14. Consolidated Financial Report dated 6/30/13 completed by Plante & Moran, PLLC.

<b>III. Applicant's Implementation Plan/Readiness to Proceed</b>	<b>Points Possible 15</b>	<b>Points Scored</b>
<p>A comprehensive plan for implementation and completion of all work within the contract time period.( III B-2) <b>(5 pts)</b></p> <p>✓ A client outreach plan. III- C <b>(3 pts)</b></p> <p>Collaborations identified with other agencies as necessary to achieve program outcomes. III-D <b>(5pts)</b></p> <p>Demonstrate a plan for continued or new operations/services. <b>(III B) (2 pts)</b></p>		<p>5</p> <p>0</p> <p>5</p> <p>2</p>

**Insert Notes on Section III Scoring Here:**  
 ✓ Under clients outreach plan only referrals are used from COC and United Way 211, no outreach plan pre-se.

<b>IV. Program outcomes and Cost Effectiveness</b>	<b>Points Possible 25</b>	<b>Points Scored</b>
<p>Applicant must project outcomes to be achieved (i.e. number of households to be serviced, etc).(IV A-1) <b>(5 pts)</b></p> <p>Application must project the anticipated cost per household. (IV B - 1) <b>(5 pts)</b></p>		<p>5</p> <p>5</p>





**SUMMARY**  
**TABLE**

<b>Section</b>	<b>Total Points Possible</b>	<b>Points Scored</b>
I. Relevant Experience and Management Capacity	15	15
II. Financial Capacity	20	20
III. Applicant's Implementation Plan	15	12
IV. Program Outcomes and Cost Effectiveness	25	23
V. Matching Capacity	25	<del>20</del> 25
<b>TOTAL</b>	<b>100</b>	<del>90</del> 95

Date Submitted:



### REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: PLANNING & DEVELOPMENT NEIGHBORHOOD SUPPORT SERVICES

Contact: G. PRYOR Project Manager: S. O'NEAL Phone: 313-9948 Fax: 313-244-224-2321

Type of Clearance:  New  Renewal (Please submit 30 days prior to submitting bid of expiration date)

A. To:	For:
City of Detroit	Individual or
Income Tax Division	Company Name: <u>COALITION ON TEMPORARY SHELTER</u>
Coleman A. Young Municipal Center	Address: <u>26 PETERBORO</u>
2 Woodward Avenue, Suite 512	<u>DETROIT, MI 48201</u>
Detroit, MI 48226	Telephone: <u>313-576-0235</u> Ext: _____ Fax: _____
Fax: (313) 224-4588	

A. Name of Chief Financial Officer/Authorized Contact Person (Include address if different from above) <b>MATT PEARSON</b>	Telephone: _____
--	------------------

B. Employer Identification of Social Security Number  <b>38-2420565</b>	Spouse Social Security Number  _____
---	--

Nature of Contract: <b>HOMELESS SERVICES</b>	CONTRACT AMOUNT (If known): <b>LABOR MATERIALS</b>
---	---

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One:  Individual  Corporation  Partnership

**INDIVIDUALS ANSWER QUESTIONS 1,2,3,4**

- 1. Have you filled joint returns with spouse during the last seven (7) years?  
*(If yes, include spouse SSN above)*  YES  NO
- 2. Are you a student, and/or claimed as a dependent on someone else's tax return?  YES  NO
- 3. Were you employed during the last seven (7) years?  YES  NO
- 4. Were you a resident of Detroit during the last seven (7) years?  YES  NO

**CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7**

- 5. Is the company a new business in Detroit?  
*If yes, attach Employer Registration (Form DSS-4)*  YES  NO
- 6. Will the company have employees working in Detroit?  YES  NO
- 7. Will the company use sub-contractors or independent contractors in Detroit?  YES  NO

**D. FOR INCOME TAX USE ONLY**

Has the contractor complied with the provisions of the City Income Tax Ordinance?

YES  NO Signature: \_\_\_\_\_  
 YES  NO Signature: \_\_\_\_\_

**LAMONT FISHER**  
**INCOME TAX INVESTIGATOR**

Date: **APR 09 2014**  
Date: \_\_\_\_\_

Expires: **APR 09 2015**  
Expires: \_\_\_\_\_

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT
DATE SENT CONTACT PERSON
PHONE NUMBER FAX NUMBER EMAIL
CONTRACT AMOUNT \$

SECTION B: CORPORATION LICENSE TYPE
CORPORATION NAME COALITION ON TEMPORARY SHELTER
ADDRESS 26 PETERBORO, DETROIT, MI CITY/STATE/ZIP 48203 OWN LEASE
CITY PERSONAL PROPERTY NUMBER 62990784.00 FID / EIN NUMBER 38-2426569
OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON MATT YEANSON PHONE NUMBER 313 480 4456 EMAIL ADDRESS MYEANSON@COPDETROIT.2

SECTION C: PARTNERSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
A: PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
B. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
OTHER CITY-OWNED PROPERTY PARCELS
EMAIL ADDRESS

SECTION E: PERSONAL SERVICES
NAME ADDRESS OWN LEASE
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT
SOCIAL SECURITY NUMBER EMAIL ADDRESS

REVENUE COLLECTIONS
APPROVED
CONTRACT DEBITMENTS

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS
SIGNATURE DATE FEB 10 2015 CLEARANCE VALID UNTIL AUG 30 2015

**COVENANT OF EQUAL OPPORTUNITY**  
**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of the \_\_\_\_\_, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit. ("hereinafter" City): obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No. \_\_\_\_\_

Printed Name of Contractor: COALITION ON TEMPORARY SHELTER  
(Type or Print Legibly)

Contractor Address: 26 PETERBORO, DETROIT, MICHIGAN, 48201  
(City) (State) (Zip)

Contractor Phone/E-mail: 313-831-3777 / cjohnson@cotstdetroit.org  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: CHERYL P. JOHNSON  
CHIEF EXECUTIVE OFFICER

Signature of Authorized Representative: *[Handwritten Signature]*

Date: 11/17/14

Signature of Notary: *[Handwritten Signature]*

Printed Name of Seal of Notary: CHERYL MORGAN  
Notary Public - Michigan  
Wayne County  
My Commission Expires Jun 6, 2021  
Acting in the County of \_\_\_\_\_

For Office Use Only:

Cov. Rec'd: 1/20/15 in \_\_\_\_\_ Department Name: PDD

Accepted by: *[Handwritten Signature]*  Rejected by: \_\_\_\_\_

*[Handwritten Signature]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LSG Insurance Partners 2369 Franklin Road PO Box 3000 Bloomfield Hills MI 48302	CONTACT NAME: Kathy Beski
	PHONE (A/C, No, Ext): (248) 332-3100 FAX (A/C, No): (248) 332-6396
INSURED Coalition On Temporary Shelter aka COTS 26 Peterboro Detroit MI 48201-2722	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Ins Co
	INSURER B: Travelers Indemnity Co of
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1462509387 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	PHPK1192043	7/1/2014	7/1/2015	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	PHPK1192043	7/1/2014	7/1/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	PHUB463452	7/1/2014	7/1/2015	\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	6EUB4645P54614	5/17/2014	5/17/2015	E.L. DISEASE - EA EMPLOYEE \$ 500,000
		N/A				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Temporary Shelter.

Additional Insured:  
City of Detroit

## CERTIFICATE HOLDER

## CANCELLATION

City of Detroit Dept of Planning and Development 65 Cadillac Square 19th Floor Detroit, MI 48226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  S Goldman/KATHBE



## Hiring Policy Compliance

### Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting 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. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.





June 25, 2014

Ms. Sandra O'Neal  
Project Manager  
City of Detroit  
Planning & Development Department  
Neighborhood Support Services Division  
65 Cadillac Square, Suite 1400  
Detroit, MI 48226

Re: Employment Application Question

Dear Ms. O'Neal:

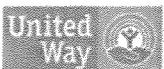
This letter is in response to the question as to why the Coalition On Temporary (COTS) leaves questions pertaining to an applicant's criminal history in its employment application.

COTS operates a daycare facility in our buildings at 26 Peterboro (Bright Beginnings Infant Care Center) and 16630 Wyoming and there are certain felons that we cannot house or hire as a result of the center. This is a requirement of the State of Michigan who issues our Day Care license and a mandate from our commercial insurance carrier.

Please let me know if any further information is required.

Best Regards,

Reginald Conyers  
Chief Financial Officer, COTS





## Application for Employment

(Please Print)

### I. General Information

Date: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Name: \_\_\_\_\_  
Last First Middle

Telephone No.: \_\_\_\_\_ Alternate No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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Current Street Address City State Zip Code

Position Desired: \_\_\_\_\_ Pay Desired: \_\_\_\_\_

If hired, can you provide the documents required to prove that you are legally able to work in the U.S.?  Yes  No

Please provide any special information needed about your name or use of another name to enable us to check your work record and otherwise verify the information in this Application: \_\_\_\_\_

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If under age 18, please state your age: \_\_\_\_\_

Have you filed an application here before?  Yes  No If yes, give date: \_\_\_\_\_

Have you ever been employed here before?  Yes  No If yes, give date: \_\_\_\_\_

Are any of your relatives current or former employees of the COTS or its related entities?  Yes  No

Are you employed now?  Yes  No If so, may we contact your current employer?  Yes  No

On what date would you be available for work? \_\_\_\_\_

Are you available for work full-time?  Yes  No Part-time?  Yes  No

Are you on a lay-off and subject to recall?  Yes  No

Have you ever been convicted of a crime or are there any felony charges pending against you?  Yes  No

If yes, please explain: \_\_\_\_\_

Have you ever been fired or asked to resign from any job?  Yes  No If yes, please explain: \_\_\_\_\_

Can you perform all of the job functions of the position(s) for which you are applying, with or without a reasonable accommodation? \*\*

Yes  No

**\*\* The need for an accommodation does not necessarily bar employment. A determination will be made as to the effectiveness with which the accommodation will allow you to perform the essential functions of the hardship it would impose on the employer.**

If you served in the U.S. Armed Forces, please indicate:

Branch of Service: \_\_\_\_\_

Rank at discharge: \_\_\_\_\_

Date of discharge: \_\_\_\_\_

Was your discharge "dishonorable"?  Yes  No

Describe your duties and any special training: \_\_\_\_\_

**In case of an emergency, we should notify:**

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone No: \_\_\_\_\_ Relationship: \_\_\_\_\_

**II. References**

Give the names of three persons not related to you, who you have known at least one year.

Name	Address & Phone No.	Employer & Title	Years Acquainted

**III. Education**

	Name & Location of School	Major Subject(s) Studied	Years Attended (for verification purposes, only)	Graduated? (Yes or No)	Degree, Diploma or Certificate and Year Obtained
High School					
Technical Training					
College					
Other					

**IV. Employment History**

Start with present and also list all previous employment. (Use separate sheet if necessary.) Start with present employment and work back.

Dates (Month and Year)	Employer's Name, Address & Phone No.	Supervisor's Name & Title	Position(s)	Salary (Starting & Ending)
From  To				<hr/>
<i>Reason for Leaving:</i>				
From  To				<hr/>
<i>Reason for Leaving:</i>				
From  To				<hr/>
<i>Reason for Leaving:</i>				
From  To				<hr/>
<i>Reason for Leaving:</i>				

May we contact the employers listed above?  Yes  No

If not, indicate which one(s) you do not wish us to contact: \_\_\_\_\_

**V. Special Skills and Qualifications**

Summarize special skills and qualifications acquired from employment or other experience, as well as how you believe they would be of value to the Company. Please specify specialized knowledge and experience regarding computers and the computer industry, if applicable. Also, please specify any additional knowledge or experience which you have that you believe may be of value to the Company.

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**Authorization and Understanding**

I certify that information given in this Application and related documentation is true and complete without qualification. I understand that The Coalition on Temporary Shelter (the "Company") may investigate my work and personal history and verify all data given on this Application, on related papers, and in interviews, and I authorize the Company to do the same. This inquiry may include information as to my character, general reputation and personal characteristics, and I consent to the conduct of this inquiry and to the consideration of any statements of references or former employers that are given in response to the inquiry. I authorize all individuals, schools and employers named, except as specifically limited on this application, to provide information requested about me, and I release them from liability for damages in providing this information. I understand and acknowledge that the Company is entitled to rely on the representations made by me in the hiring process, and therefore I understand and acknowledge that any misrepresentation or omission of fact by me can result in immediate discharge if deemed appropriate by the Company.

I also understand and acknowledge that, to the extent I am employed by the Company in any position, my employment and compensation is and will be at the will of the Company, and can be terminated, with or without cause, and with or without notice, at any time at the option of either the Company or myself. I further understand and agree that no manager, representative, agent or employee of the Company, other than its Chief Executive Officer, has now or has had in the past any authority to enter into any agreement for employment for any specified period of time, or to make any agreement which is contrary to or a modification of the above described employment relationship, and that any such agreement or representation must be in writing and signed by both myself and the Chief Executive Officer of the Company, in order for it to be effective.

I further understand and acknowledge that, as part of the hiring process and throughout my employment, if hired, I may be required to submit to medical/physical examinations (which may include tests for drugs and/or alcohol) at the Company's discretion and expense.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please Read**

The Company will only consider this application for the 90-calendar day period after its receipt. Should you wish to be considered after the expiration of this period, you must reapply.

The Company is an equal opportunity employer and complies with all laws prohibiting discrimination on the basis of such factors as race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, physical disability, mental disability, medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws. Under the federal Americans with Disabilities Act, an employer has a legal obligation to accommodate an employee's or job applicant's disability unless the accommodation would impose an undue hardship on the employer. A person with a disability may allege a violation against an employer regarding a failure to accommodate his or her condition under Michigan law only if the person notifies the employer in writing of the need for accommodation within 182 days after the date the person knew or reasonably should have known that an accommodation was needed.

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**Do Not Write Below This Line**

Interviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Second Interview by: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

- Police Clearance     Alcohol/Drug Screen     Food Handlers Card     Child Abuse Clearance  
 Sex Offender Check

Hired: \_\_\_\_\_ Position: \_\_\_\_\_ Wage/Salary: \_\_\_\_\_

Human Resources Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATION - DRUG FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug-free awareness program to inform employees about...
    - a. The dangers of drug abuse in the workplace
    - b. The grantee's policy of maintaining a drug-free workplace
    - c. Any available drug counseling, rehabilitation and employee assistance programs and;
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. 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 (1).
  4. Notifying the employee in the statement required by paragraph (1) that as a condition of employment under the grant, the employee will:
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  5. Notifying the agency within ten days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of such conviction;
  6. Taking one of the following actions within 30 days of receiving notice under subparagraph (4) (b) with respect to any employee who is so convicted...
    - a. Taking appropriate personnel action against such an employee, up to and including termination; or

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

c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1) (2) (3) (4) (5) (6).

A. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street Address:

City:

State:

County:

Zip Code:

COALITION ON TEMPORARY SHELTER (COTS)

Name of Organization



Authorization Representative's Signature

CHERYL P. JOHNSON

Printed/Typed Name

CHIEF EXECUTIVE OFFICER

Title

NOVEMBER 18, 2014

Date

**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor: COALITION ON TEMPORARY SHELTER (COTS)
2. Address of Contractor: 26 PETERBORO  
DETROIT MI 48201
3. Name of Predecessor Entities (if any): N/A
4. Prior Affidavit submission? \_\_\_ No  Yes, on: SEPTEMBER 2012  
(Date of prior submission)
- If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5.  Contractor was established in 1982 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

\_\_\_ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

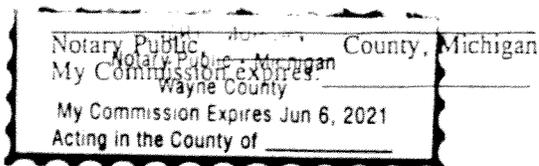
\_\_\_ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

CHERYL P. JOHNSON (Printed Name) CHIEF EXECUTIVE OFFICER (Title)

[Signature] (Signature) 11/17/14 (Date)

Subscribed and sworn to before me this 18th day of November



**City of Detroit**  
**Law Department**  
Contracts Section

INTERDEPARTMENTAL MEMORANDUM

TO: Zenola Holland, Contracts Desk  
Purchasing Division, Finance Department

FROM: Jim Edwards  
Senior Assistant Corporation Counsel  
Direct Dial: (313) 237-3025

SUBJECT: EXPIRED DOCUMENTS – CONTRACT NUMBER: 2893862

Vendor Name: Coalition on Temporary Shelter

DATE: 2/5/2015

The documents checked below have expired, or are missing. Before this contract is placed on City Council's agenda, the department originating the contract must ensure that the documents identified below are current or have been renewed, and have been provided to the Purchasing Division of the Finance Department. The department originating the contract has been notified on the date listed below.

Thank you for your cooperation in this request.

CLEARANCES

*Expired  
1/15/2015*

Revenue / Property Tax       Income Tax  
 Human Rights       Other (Identify: \_\_\_\_\_)

The coverage required by this contract per the certificate of insurance furnished with this contract is missing or has expired as follows:

Entire Certificate: \_\_\_\_\_      General Liability: \_\_\_\_\_  
Professional Liability: \_\_\_\_\_      Excess Liability: \_\_\_\_\_  
Automobile: \_\_\_\_\_      Workers Compensation: \_\_\_\_\_

Other (Identify) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The departmental requestor was notified by this writer on \_\_\_\_\_

cc: PDD Department – Attn: Sandra O'Neal

Seq	Date	Rev	Action	Performed By	Note
18		0		Robinson, Donald II	
17	15-JAN-2015 15:22	1	Forward	Johnson, Alicia	P&DD Preapproved Hc
16	15-JAN-2015 10:42	1	Forward	Valina, Norberto T	P&DD Preapproved Hc
15	15-JAN-2015 10:42	1	Submit	Valina, Norberto T	P&DD Preapproved Hc
14	15-JAN-2015 10:42	0	update the close state	Valina, Norberto T	
13	24-SEP-2014 14:52	0	Approve	Holland, Zenola	This CPO was forward
12	04-SEP-2014 16:22	0	Forward	Walker, Michelle	This CPO was forward
11	02-SEP-2014 15:12	0	Forward	Hadley, Tylene E	This CPO was forward
10	30-AUG-2014 13:20	0	Forward	Davis, Brenda L	This CPO was forward
9	30-AUG-2014 13:20	0	Submit	Davis, Brenda L	This CPO was forward

COALITION ON TEMPORARY  
HESG SHECTA

Seq	Date	Rev	Action	Performed By	Note
17		0		Johnson, Alicia	
16	15-JAN-2015 10:42	1	Forward	Valina, Norberto T	P&DD Preapproved He
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8	30-AUG-2014 13:20	0	update the close state	Davis, Brenda L	` P g<

NOTIFICATION OF CONTRACT AWARD

P & DD 4448-01

CPO # 2893862 ORG #361508 OBJ. CODE/DETAIL: 628500 ACT. PUR. NO: \_\_\_\_\_

Name of Program: Homeless Public Service

Location: City of Detroit

Grant Number: \_\_\_\_\_

ESG

Sponsor: City of Detroit

% Minority Sponsorship: \_\_\_\_\_

100%

**PRIME or SOLE CONTRACTOR  
CONTRACTOR**

Business Name: Coalition on Temporary Shelter

Principal Owner: \_\_\_\_\_

Address: 65 Peterboro, Detroit, MI 48201

Telephone: (313) 831-3777

Internal Revenue Number (If Applicable): \_\_\_\_\_

Principal Ownership Over 50% (Check One on Each Line):

Black  Hispanic  Amer. Indian  Asian  White

Sex: Male  Female

**SUB-CONTRACTOR**

Business Name: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Internal Revenue Number (If Applicable): \_\_\_\_\_

Principal Ownership Over 50% (Check One on Each Line):

Black  Hispanic  Amer. Indian  Asian  White

Sex: Male  Female

**CONTRACT AWARD**

TYPE of CONTRACT: Construction  Service X  Supply

Check Tier: Prime X  Sub  Sub/Sub

Total Dollar Value: \$210,000.00 Award Date: \_\_\_\_\_

If Joint Venture, Amount Minority: \$ \_\_\_\_\_

Amount Majority: \$ \_\_\_\_\_

This serves as such notification for the above contract.

\_\_\_\_\_  
Preparer's Signature

Date \_\_\_\_\_

CONTRACT # CPO 2893862  
SPO 2893864

Waiver

CHANGE ORDER # 01 Agenda Date \_\_\_\_\_

DEPARTMENT Planning and Development Department CCR: \_\_\_\_\_

**CONTRACT SYNOPSIS**

**CONTRACTOR**

NAME: Coalition on Temporary Shelter

ADDRESS: 26 Peterboro, Detroit, MI 48201

NOF Public Service – Living Wage Ordinance Does Not Apply

WHAT FORM OF COMPETITION Request for Proposal (RFP) # NOF- Public Service  
DID THE DEPARTMENT ENGAGE Request for Quotes (RFQ) # \_\_\_\_\_  
IN TO OBTAIN THIS PROFESSIONAL Request for Qualifications (RFQQ) # \_\_\_\_\_  
SERVICE CONTRACT: If there was no competition obtained, explain why:

*Annual public Service Neighborhood Opportunity Fun RFP's(applications) are issued in October. City Council budgets awards for specific activities and organizations. This the projects are already earmarked for certain groups and cannot be bid out again*

**PROJECT:** Coalition on Temporary Shelter-COTS Emergency Shelter

Type of Funding and %: 100 % Emergency Solutions Grant

**CONTRACT AMOUNT:** \$210,000.00

**CONTRACT PERIOD:** October 1, 2013 thru December 31, 2016.

**ADVANCE PAYMENT** N/A

**BRIEF DESCRIPTION:** Homeless Services

**REASON FOR DELAY:** N/A

PLANNING & DEVELOPMENT DEPARTMENT CONTRACT PROCESSING P & D 4448-01  
This form must accompany the contract and be completed during processing through P&DD

Section One: (to be completed by contract manager)

Date 11-24-14

Vendor Name Coalition on Temporary Shelter

Phone # (313)831-3777

Address: 65 Cadillac Ste. 3000, Detroit, Michigan 48226

Ownership over 50%  Black  Hispanic  American Indian  Asian  White  
 Male  Female

Organization Name: Coalition on Temporary Shelter

Approp. # 13340 Organization #361508 Object Code # 628500 HUD Activity #

Grantee APN: Advance \$ 0.00

Contract Amount \$135,000.00  Set-up  Amendment Contract # CPO 2893862 SPO 2893864

Funding Source: CDBG  HOME  ESG  HOPWA  Other Federal  State  General Fund  
 Bond  Other Contract Type:  Construction  Service  Supply

Contract Period: October 1, 2013–December 31, 2016 Contract Description: Homeless Public Service.

Contract Manager: Sandra O'Neal Section: Neighborhood Service center Phone # 224-9976

Section Two: Approval Process

> Executive Manager: Compensation clause equals Budget  Yes  No Funds Available  Yes  No  
In FY Consolidated Plan: Activity: \$ In Scope  Yes  No

Contract Monitoring approved boilerplate  Yes  No Cited exhibits included in contract  Yes  No

Signature: [Signature] Date: 11/16/14

> EEO/Labor Standards: Signature: N/A Date:

> Contract Monitoring: Signature: N/A Date:

>  Contract Manager: (The following items are attached to the contract)

- Agreement Transmittal Record (C of D 979)
- Three copies of signed agreement/amendment  Indirect cost proposal (if applicable)
- Clearances:  Income Tax  Property Tax  Personal Property  Human Rights
- Insurances:  General Liability  Automobile  Workers' Compensation  Other
- Notification of Contract Award signed by contractor/vendor
- Reason for delay:

Signature: Date:

>  Department Approval:

Cost Center Balance \$ Date:

Approved  Denied  Insufficient funds  Incomplete/Incorrect forms  Questionable acc

Signature: Date:

>  IDIS: (Consolidated Plan) Signature: Date:

Contract Manager must attach copy of IDIS Set-up Form

> Accounting: Signature: Date:

= Copy of form needed for file at these stops, also copy MIS for Federal reporting

Handwritten notes: "10", "Just checked", "Per [unclear] signature"

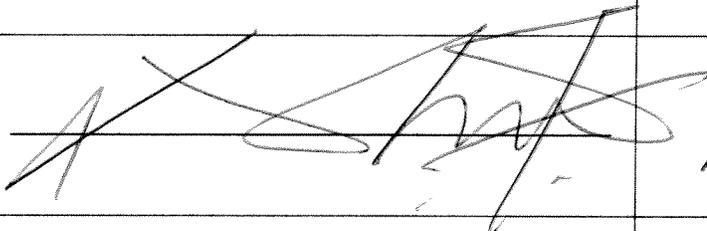
Date to Financial Management \_\_\_\_\_  
 Must Be Stamped with Time Clock

**FINANCIAL AND RESOURCE MANAGEMENT**

CONTRACT, PAYMENTS, AND PURCHASE ORDER TRANSMITTAL

Contractor or Payee: <b>Coalition on Temporary Shelter</b>		PDD Division: Development
CPO: 2893862	SPO 2893864	Prepared By: S. O'Neal
Payment #:	Amount:	Date Returned to Submitting Division:
Appropriation #: 13340	Organization #: 361508	Reason Returned:
Object Code:		DRMS BATCH #:
APN:		IDIS Vouchers #:

THIS SECTION BELOW TO BE COMPLETED BY THE FINANACIAL & RESOURCE MANAGEMENT DIV.

SECTION	DATE-IN	REMARKS	DATE-OUT
LABOR STANDARDS (IF APPLICABLE)	N/A	N/A	N/A
NOF PROJECT MANAGER TEAM LEADER			1/6/15
FINANCIAL MAN. APPROVAL		_____	
IDIS		_____	
IDIS APPROVAL		_____	

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## City of Detroit -Planning Development Department

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### CONFLICT OF INTEREST POLICY

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**POLICY STATEMENT** The City of Detroit and their sub-grantees shall avoid conflicts of interest, in fact and perception, and shall notify their Executive Management and local Department of Housing and Urban Development (HUD) within twenty-four (24) hours of the occurrence or existence of potential conflicts.

**POLICY GUIDANCE** Typically there are two instances conflict of interest that may occur:  
1) The first is when program participants are to be assisted in a property that is owned by the grantee, sub-grantee, or the parent/subsidiary/affiliated organization of the sub-grantee. In this instance, a grantee must submit a letter to the HUD Community Planning Director (CPD) requesting a waiver for good cause. The waiver must demonstrate that:

1. The use of the housing owned by the grantee/sub-grantee/related entity is necessary to provide an adequate supply of appropriate housing options for participants;
2. The grantee/sub-grantee has disclosed the conflict of interest;
3. The grantee/sub-grantee's attorney has reviewed the conflict of interest and determined that the use of the housing owned by the grantee/sub-grantee/related entity would not violate state or local law;
4. Participants will not be required or steered to live in the grantee/sub-grantee/related entity's housing in order to receive financial or other assistance; and
5. The use of the housing owned by the grantee/sub-grantee/related entity will not result in any personal or financial gain for any employee of the grantee, sub-grantee, or the parent, subsidiary, or affiliated organization of the sub-grantee.
6. The grantee/sub-grantee is not currently providing rental assistance for the property that the waiver is being requested.

Without an approved waiver from HUD, financial assistance cannot be provided to persons served in housing owned by the grantee, sub-grantee, or the parent/subsidiary/affiliated organization of the sub-grantee. For questions about a specific situation, please contact the local HUD field office.

2) The second type of conflict of interest that can occur is at the individual level (as opposed to the grantee/sub-grantee level). The official HUD policy states "No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties,

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## City of Detroit :-Planning Development Department

### CONFLICT OF INTEREST POLICY

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during his or her tenure or for one year thereafter."

Please note that employees of a grantee or sub-grantee and their families are not automatically disqualified from receiving assistance, as long as they meet the qualifications of the above paragraph (i.e., they are not in a position to exercise any responsibilities, make decisions about, gain inside information into, or obtain a personal benefit). This situation would be more likely in a large grantee/sub-grantee agency than it would in a very small grantee/sub-grantee agency.

When this type of conflict of interest exists, the grantee may seek an exception by writing to the local HUD Field Office, including the following information:

1. For states and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made and
2. For all grantees, an opinion of the grantee's attorney that the interest for which the exception is sought would not violate state or local law.
3. If there is a question or the appearance of a conflict of interest of any type, please contact the local HUD field office to determine if an exception or waiver is needed.

# CONFLICT OF INTEREST CERTIFICATE

I hereby affirm that I have received copies of the provisions of the Code of Federal Regulations relevant to conflict of interest in regards to Subrecipient Agreements under the 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.

Signature  11/18/14  
President of Board of Directors Date  
( Or authorized representative )

Name Of Organization: COALITION ON TEMPORARY SHELTER (COTS)

## 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: Shayne D. Spansin

Its: CHIEF OPERATING OFFICER

Date: APRIL 15, 2014

## 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:** Sharyn W. Johnson  
Authorized Representative's Signature

Printed Name: SHARYN W. JOHNSON

Title: CHIEF OPERATING OFFICER

Date: APRIL 15, 2014

**PDD-NSS**  
**CONTRACTS READY FOR BUDGET**

Tuesday, January 20, 2015,

**CONTRACTS**

- I. COTS – P4424-01
- II. COTS – P4448-01