

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2893872
 STANDARD PO NUMBER 2893895
 CHANGE ORDER
 N/A

APPROVED
 SEP 24 2014

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/DE MOLITION <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 GAIL PRYOR	PHONE NO. 628.0164
CONTRACTOR'S LEGAL AID & DEFENDER ASSOCIATION, INC.		DATE PREPARED 5/21/2014
CONTRACTOR'S ADDRESS: 613 ABBOTT ST. Detroit, Michigan 48226	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$200,000.00 TOTAL CPO AMOUNT \$200,000.00 CHANGE AMOUNT	
PHONE NO (313) 967.5555	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER 38-1358203	MINORITY FIRM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: ESSENTIAL SOLUTIONS GRANT (ESG)		
CHARGE ACCOUNT: 2002 - 361508 - 000000 - 651118 - 13340 - A3120 2002 - 361508 - 000000 - 617900 - 13340 - 000000 - A3120		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT AUTHORIZED DEPARTMENT REPRESENTATIVE	07-22-14
	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 BUDGET DIRECTOR OR DEPUTY
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL	GRANT ACCOUNTANT
	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 FINANCE DIRECTOR OR DEPUTY 8/4/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 CORPORATION COUNSEL
	PURCHASING DIVISION PURCHASING DIRECTOR	9/29/14
	CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____	

SEP 09 2014 EM SEP 23 2014



MEMORANDUM

To: Janice Winfrey, City Clerk
From: Kevyn D. Orr, Emergency Manager
City of Detroit
Date: September 23, 2014
Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF
SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

I am authorizing approval of the following:

ELECTIONS DEPARTMENT

Reso. Autho. Contract No. 2895797 - 100% City Funding – To Provide Printing Services of Various Forms for Election Activities –Contractor: Nationwide Envelope Specialist Inc., Location: 21260 W. Eight Mile Road, Southfield, MI 48075 – Contract Amount: \$29,923.56. ELECTIONS (This contract is for a One Time Purchase)

MAYOR'S OFFICE

Reso. Autho. A Corrective Resolution relating to Line Item 89 of Regular Session Agenda dated July 22, 2014. (On July 22, 2014 your Honorable Body approved, with a waiver, the Declaration of Surplus and Transfer of Property from the Planning and Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard (Line Item #89), which was a joint request by the Recreation, Finance, and Planning Development Departments (the "July 22 Resolution"). Following such approval, a scrivener's error was discovered in the legal description of the parcel described as "Parcel 40" in the July 22 Resolution.)

LAW

A Proposed Ordinance to amend Chapter 41 of the 1984 City Code Peddlers, Solicitors and Vendors, by adding Article VII, Ice Cream Trucks, Division 1, Generally, consisting of Sections 41-7-1 through 41-7-20, and Division 2. License, consisting of Sections 41-7-21 through 41-7-50, to regulate the operation and license of Ice Cream Truck Vendors in the City. This proposed ordinance replaces the recently repealed provisions regarding regulation of Ice Cream Truck Vendors found in Chapter 55, TRAFFIC AND MOTOR VEHICLES, Article XI, Ice Cream Trucks, and provides additional licensing provisions consistent with general licensing requirements found in the 1984 Detroit City Code. INTRODUCE

Reso. Autho. Public Hearing for Monday, September 22, 2014 at 10:06 a.m. on the foregoing ordinance amendment.

PLANNING AND DEVELOPMENT

Reso. Autho. Contract No. 2878361 - 100% Federal Funding – Facade Program – To Provide Improvements along Woodward Avenue between West Seven Mile Road and West Nevada Street – Contractor: Woodward Avenue Action Association, Location: 30947 Woodward Avenue, Suite 200, Royal Oak, MI 48073 – Contract Period: April 30, 2014 through October 30, 2015 – Contract Amount: \$50,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

*OK
J. Fox*

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

Reso. Autho. Contract No. 2893845 - 100% Federal Funding – To Provide Emergency Shelter and Homeless Prevention – Contractor: Cass Community Social Services – ES & HP, Location: 11850 Woodrow Wilson, Detroit, MI 48206 – Contract Period: October 1, 2013 through December 31, 2015 – Contract Amount: \$200,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2893872 - 100% Federal Funding – To Provide Direct Legal Assistance, Legal Information Workshops, Seminars and In-Service Training, Contractor: Legal Aid & Defender Association, Inc., Location: 613 Abbott Street, Detroit, MI 48226 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$200,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2894808 - 100% Federal Funding – To Provide Emergency Shelter Rehabilitation – Contractor: Cass Community Social Services – Rehabilitation, Location: 11850 Woodrow Wilson, Detroit, MI 48206 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$80,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2895436 - 100% Federal Funding – To Provide Emergency Shelter Services for Youth – Contractor: Matrix Human Services, Location: 120 Parsons, Detroit, MI 48201 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$105,032.10. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Public Hearing for Brush Park Rehabilitation Project Development: 284 Eliot – to Michael Kelemen and Constance Kelemen, for the amount of \$42,000.00. (Offeror proposes to construct a multi-family residential building.)

Reso. Autho. Surplus Property Sale Adjacent lot Sale to Existing Commercial/Industrial Business Development: Parcel 611; generally bounded by Chrysler Freeway (I-75), Victor, Dequindre & Modern – to Caramagno Foods Company, for the amount of \$18,750.00. (Offeror proposes to demolish the structure at their own expense, remove all debris and create a greenspace buffer for their nearby food warehousing and storage facilities located at 14255 Dequindre.)

Reso. Autho. Surplus Property Sale – 19367 Ashton, to Sandra Davis, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a “Single Family Residential Dwelling”.)

Reso. Autho. Surplus Property Sale – 3351 Buena Vista, to Joy Ellen Rushing, for the amount of \$2,000.00. (Purchaser proposes to rehabilitate the property for use as a “Single Family Residential Dwelling”.)

Reso. Autho. Surplus Property Sale – 12368 Kentucky, to Dwight U. Mayes, for the amount of \$4,900.00. (Purchaser proposes to continue using the property as a “Single Family Residential Dwelling”.)

Reso. Autho. Surplus Property Sale – 17930 Maine, to Dominique Cecilia Alexander, for the amount of \$4,900.00. (Purchaser proposes to continue using the property as a “Single Family Residential Dwelling”.)

Reso. Autho. Surplus Property Sale – 356 Newport, to Carnal Tanksley, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a “Single Family Residential Dwelling”.)

Reso. Autho. Surplus Property Sale – 5420 Springswell, to John Tiberius Lup, for the amount of \$5,600.00. (Purchaser proposes to continue using the property as a “Single Family Residential Dwelling”.)

Reso. Autho. Surplus Property Sale – 15434 Wabash, to Vallotie Johnson, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a “Single Family Residential Dwelling”.)

Reso. Autho. Surplus Property Sale – Vacant Land – 4241 Fischer, to Perfecting Triumphant Church, for the amount of \$300.00. (Purchaser proposes to fence and maintain the property to enhance the adjacent church located at 4251 Fischer.)

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

POLICE

Reso. Autho. Petition of Tour de Troit (#281), request to hold "Tour de Troit" at Roosevelt Park and throughout the City on September 20, 2014 from 5:00 a.m. to 5:00 p.m.; with temporary street closure on Vernor, Michigan, 20th St., Dazelle, 14th St., 15th St., Lacombe St., 16th St., and 17th St. (The Police Department RECOMMENDS APPROVAL of this petition.)

RECREATION

Reso. Autho. To Extend grant agreement with the State of Michigan Department of Natural Resources-Trust Fund Grant for improvements at the Balduck Park In-Town Youth Camp. (The Recreation Department is requesting a time extension on the grant agreement with the State of Michigan Department of Natural Resources-Trust Fund for Balduck Park In-Town Youth Camp; Appropriation #13386.) (WITH A WAIVER)

RESOLUTIONS

Reso. Autho. Approving Brownfield Plan of the City of Detroit Brownfield Redevelopment Authority for the 711 West Alexandrine Redevelopment Project.

TRANSPORTATION

Reso. Autho. Contract No. 2896279 - 20% State, 80% Federal Funding - To Purchase 31 Heavy Duty Diesel Transit Coaches and Capital Spare Parts - Contractor: New Flyer LLC, Location: 711 Kernaghan Avenue, Winnipeg, Manitoba MC, R2C 3T4, Canada - Contract Period: August 1, 2014 through July 30, 2015 - Contract Amount: \$13,800,000.00. TRANSPORTATION

UNFINISHED BUSINESS

An ordinance to revise land use provisions and procedures in the 1984 Detroit City Code, primarily in Chapter 61 (Zoning), but also in Chapter 3 (Advertising and Signs), and Chapter 55 (Traffic and Motor Vehicles). These revisions are prompted by recent changes in the Michigan Zoning Enabling Act and the Detroit City Charter and by recent development trends, etc., laid on the table July 29, 2014.

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operating Officer
John Hill, Chief Financial Officer
Sonya Mays, Senior Advisor to the Emergency Manager
Shari Penn, Special Advisor to the Emergency Manager

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: May 16, 2014 Department: Planning & Development Division: NSS

Dept Head/Contact Person: Thomas Lewand Phone No.: 224-2670

Description: ESG Contract No.: _____ PO Type: Prof Svc - CPO Est. Value: \$ 200,000.00

Contract Term (if applicable): January 1, 2014 to December 31, 2015

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

Recommended Supplier: LEGAL AID & DEFENDER ASSOC. Required Date: A.S.A.P.

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

If "Yes" please explain why: To provide homeless prevention services and rapid re-housing services for families.

Consequence of not buying: HOMELESSNESS

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

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

✓ 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: _____

✓ Were savings achieved?
 Yes Amount \$ _____ No
Were additional savings requested? (10%) Yes No

✓ Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: Same as above.

✓ The business being awarded is NEW CONTRACT
If #6 is a renewal provide justification for renewal: _____
If #6 is a increase/decrease does this represent:

- Variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)
 Change in amount/volume of the good or service to be used (no change in unit price)

01/11/12

P#4457

- ✓ Is this good/service used by other departments? Yes No
If "yes" can this req/par be combined other department requirements.? Yes No
- ✓ 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
-

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____

DATE: 7/29/2014

INFORMATION PROVIDED BY: Gail Pryor

TITLE: NSS

PHONE NO. 628-0164

BID TAB

City of Detroit- Planning & Development Department
Combined FY 2012 & 2013 Emergency Solutions Grant
RFP Rating Criteria Guidelines

Name of Reviewer/Affiliate Organization: A. Sternberg (HAND) Proposal#: Date Reviewed: 12/14/13

Applicant Agency: Legal Aid & Defender Association Total Points Scored: 83
PREVENTION

Phase I: Threshold Requirements

Proposals not meeting the basic eligibility requirements listed below will be eliminated from consideration and will not move forward to the Phase II review. All Applicant Organizations **MUST** at a minimum have documented:

✓ Please check if included in proposal

Threshold Criteria	Requisite Documents
1. <input checked="" type="checkbox"/> Be a bona fide, tax exempt, private, nonprofit organization with a voluntary Board of Directors	1. 501(c)3 IRS Certification or have included a stamped copy of application from a certifying agency
2. <input checked="" type="checkbox"/> Have an accounting system meeting generally accepted accounting principles	2. Have qualified accounting/bookkeeping staff with documented cash management procedures and separation of accounting duties; Demonstrate accounting system with generally accepted accounting principles and policies i.e. accounts receivable, accounts payable and chart of accounts
3. <input checked="" type="checkbox"/> Have a written non-discrimination policy in the provision of assistance	3. Have program policies and procedures with written procedures prohibiting the practice of discrimination in providing client assistance
4. <input checked="" type="checkbox"/> 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. Have at least two years of program experience; Consider number of programs, program types and number of clients served
5. <input checked="" type="checkbox"/> Document that the organization has appropriate rules and standards, policies and procedures for providing services and assistance as applicable	5. Have program policies and procedures that document organization has specific system/process in place for making referrals and the process is streamlined, efficient and effectively meeting the needs of people seeking assistance

<p>6. <input checked="" type="checkbox"/> Meet the timing, form and content Requirements of the City's RFP, and certify that it will comply with the requirements of the McKinney-Vento Act and City grant agreement with respect to Emergency Solutions Grants Program Implementation</p> <p>7. <input checked="" type="checkbox"/> Have actively used the City of Detroit's HMIS for at least two (2) years or if awarded funding, agree to comply with the City's HMIS requirement prior to contract execution</p> <p>8. <input checked="" type="checkbox"/> 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</p> <p>9. <input checked="" type="checkbox"/> Meet eligible activities requirement</p> <p>10. <input checked="" type="checkbox"/> Document commitment of 100% match requirement for FY12 funds on Exhibit 3</p> <p>11. <input checked="" type="checkbox"/> Document commitment of 100% match requirement for FY 13 funds (which may include related City CDBG Public Service awards) on Exhibit 3</p>	<p>6. List submission (s) date/time; Refer to Exhibit</p> <ul style="list-style-type: none"> <input type="checkbox"/> Rapid Re-Housing <input type="checkbox"/> Homelessness Prevention <input type="checkbox"/> Emergency Shelter <ul style="list-style-type: none"> <input type="checkbox"/> Essential Services <input type="checkbox"/> Warming Centers <input type="checkbox"/> Rehabilitation or Other Upgrades <input type="checkbox"/> Outreach <p>7. Refer to Exhibit 4</p> <p>8. Have narrative describing homeless individuals participation</p> <p>9. Reference cover of proposal for eligible activities:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Rapid Re-Housing <input type="checkbox"/> Homelessness Prevention <input type="checkbox"/> Emergency Shelter <ul style="list-style-type: none"> <input type="checkbox"/> Essential Services <input type="checkbox"/> Warming Centers <input type="checkbox"/> Rehabilitation or Other Upgrades <input type="checkbox"/> Outreach <p>10. All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources</p> <p>11. 11. See Application-Exhibit 3 All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources</p>
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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.

For example, under “Relevant Experience and Management Capacity”, the first sub-section is worth a maximum of 20 points. The reviewer reading this section didn’t feel like the response earned 20 points. Therefore, the reviewer gave this section 15.5 points.

I. Relevant Experience and Management Capacity	Points Possible 20	Points Scored
<p>Organizations must demonstrate track record</p> <ul style="list-style-type: none"> <input type="checkbox"/> At least two (2) years’ experience providing comparable services under the HPRP or Emergency Shelter Grants Program serving the same homeless or at-risk populations proposed to be served with ESG funds through this RFP. (5 pts) - 2 <input type="checkbox"/> Organizations must demonstrate management capacity (2 pts) - 2 <ul style="list-style-type: none"> <input type="checkbox"/> Financial accountability. (2 pts) - 2 <input type="checkbox"/> Proven track record of past performance in City programs (2 pts) - 2 <input type="checkbox"/> Capacity to meet federal and City audit requirements. (4 pts) - 4 <input type="checkbox"/> Organizations must have at least two (2) years’ participation in HMIS operating in the City of Detroit or other comparable reporting system. (3 pts) – 2 <input type="checkbox"/> Demonstrating that the agency has met all relevant requirements including prompt and accurate data entry, to be documented in Exhibit 4 or other comparable demonstration of data entry. (2 pts) - 1 		15
<p><u>Notes on Section I</u> Have received City ESG funding in the past for prevention however, have some questions as to whether or not the services provided under past prevention funding were really serving people who were at-risk of homelessness. It is the understanding of this reviewer that some of the persons served under LAD’s previous prevention funding were persons who were already homeless, and therefore it was not a true prevention program. Points deducted for this reason. HMIS experience: See comments in Exhibit 4. Gave reduced points for HMIS questions because of limited HMIS experience</p>		

II. Project Feasibility	Points Possible 15	Points Scored
<ul style="list-style-type: none"> <input type="checkbox"/> Access to "cash flow" i.e. at least 60 days working capital documented in Exhibit 5. (5 pts) - 5 <input type="checkbox"/> Copy of bank statement or letters of credit (5 pts) - 5 <input type="checkbox"/> Copy of audit report (5 pts) - 5 		15
<u>Notes on Section II</u>		

III. Applicant's Implementation Plan	Points Possible 15	Points Scored
<ul style="list-style-type: none"> <input type="checkbox"/> A comprehensive plan for implementation and completion of all work (3 pts) - 1 <input type="checkbox"/> A client outreach plan and/or additional collaborations necessary to provide successful program outcomes. (10 pts) - 5 <input type="checkbox"/> Plan documents project deadlines and ensure funding for continued or new operations/services is demonstrated. (2 pts) - 2 		8
<u>Comments on Section III</u> Some discussion in the narrative makes it unclear if LAD will be targeting persons who meet the eligibility criteria for ESG prevention, which is that the person must meet the definition for being at-risk of homelessness (ie, outreach to shelters - question 7). Other areas of the narrative discuss targeting people in are at-risk, who would be eligible. Gave reduced points for this unclarity. Did not discuss future funding, but question was not asked, so gave full points Gave reduced # of points for some questionable legal matter subject areas LAD proposed to provide (see comments at end)		

IV. Cost Effectiveness and Program outcomes	Points Possible 20	Points Scored
<ul style="list-style-type: none"> <input type="checkbox"/> Applicant must project number of households to be served and anticipated cost per household or # of unit of repair for rehab. (5 pts) - 5 <input type="checkbox"/> Applicant must document client outcomes from prior experience in delivering services if applying for Rapid Rehousing or Homelessness Prevention activities, Emergency Shelter Operations Warming Center. If applying for Rehab component, applicant must document prior experience with renovating facilities and associated project delivery costs while delivering the project on-time compliant with local building regulations, design guidelines and according to housing quality standards. (10 pts) - 5 <input type="checkbox"/> Applicant must project program outcomes anticipated under this proposal i.e. 		15

number of persons served or # of units repair (5 pts) - 5		
<u>Comments on Section IV</u>		
Budget is only requesting funds for legal services; no funds being requested for direct financial assistance that would be used to prevent people from becoming homeless		
Past outcomes could have given more information on the percentage of persons served for whom they prevented their homelessness; the information given was vague ("104 cases that resulted in improving housing conditions" – 104 out of how many? What does 'improving housing conditions' mean?) Points reduced because of this.		
Outcomes projected for this proposed prevention project were logical.		

V. Matching Capacity	Points Possible	Points Scored
<input type="checkbox"/> Demonstrate match from cash and/or staff, facilities, and operational/management capacity valued at or above %75 of the same amount requested from the City for proposed activities, applicants should receive up to (15 pts) - 20 <ul style="list-style-type: none"> • If cash match is valued at less than %75 of the same amount requested from the City, it should receive up to (5 pts). (20 pts) <input type="checkbox"/> The match must come from other non-ESG federal, state, local or private sources. (5 pts) - 5 <input type="checkbox"/> Match must meet all requirements established under Section 576.201 of the Interim Rule published in the Federal Register on December 5, 2011. (5 pts) - 5	30	30
<u>Comments on Section V</u>		

Summary Table

Section	Total Points Possible	Points Scored
I. Relevant Experience and Management Capacity	20	15
II. Project Feasibility	15	15
III. Applicant's Implementation Plan	15	8
IV. Cost Effectiveness and Program Outcomes	20	15
V. Matching Capacity	30	30
TOTAL	100	83

COMMENTS

- Per the ESG regulations, allowable eligible subject matters for legal services are: child support, guardianship, paternity, emancipation and legal separation, orders of protection and other matters related to domestic violence, appeal of veterans and public benefit claim denials, the resolution of outstanding criminal warrants, and issues related to landlord/tenant matters. LAD has included some legal services in subject matters that are not covered under the regulations (health care, education, "other").

- Mentions doing outreach at homeless shelters; persons in a shelter are homeless, and therefore don't qualify for prevention assistance (although could qualify for RRH)

**City of Detroit- Planning & Development Department
 Combined FY 2012 & 2013 Emergency Solutions Grant
 RFP Rating Criteria Guidelines**

110,000
A27

Name of Reviewer/Affiliate Organization: Christopher Rusdike

Applicant Agency: Legal Aid and Defender Association Total Points Scored: 100
(Rapid Re-housing)

Phase I: Threshold Requirements

Proposals not meeting the basic eligibility requirements listed below will be eliminated from consideration and will not move forward to the Phase II review. **All Applicant Organizations MUST at a minimum have documented:**

v Please check if included in proposal

Threshold Criteria

Requisite Documents

1. <input checked="" type="checkbox"/> Be a bona fide, tax exempt, private, nonprofit organization with a voluntary Board of Directors	1. 501(c)3 IRS Certification or have included a stamped copy of application from a certifying agency
2. <input checked="" type="checkbox"/> Have an accounting system meeting generally accepted accounting principles	2. Have qualified accounting/bookkeeping staff with documented cash management procedures and separation of accounting duties; Demonstrate accounting system with generally accepted accounting principles and policies i.e. accounts receivable, accounts payable and chart of accounts
3. <input checked="" type="checkbox"/> Have a written non-discrimination policy in the provision of assistance	3. Have program policies and procedures with written procedures prohibiting the practice of discrimination in providing client assistance
4. <input checked="" type="checkbox"/> 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. Have at least two years of program experience; Consider number of programs, program types and number of clients served
5. <input checked="" type="checkbox"/> Document that the organization has appropriate rules and standards, policies and procedures for providing services and assistance as applicable	5. Have program policies and procedures that document organization has specific system/process in place for making referrals and the process is streamlined, efficient and effectively meeting the needs of people seeking assistance

6. ___ Meet the timing, form and content Requirements of the City's RFP, and certify that it will comply with the requirements of the McKinney-Vento Act and City grant agreement with respect to Emergency Solutions Grants Program Implementation

7. Have actively used the City of Detroit's HMIS for at least two (2) years or if awarded funding, agree to comply with the City's HMIS requirement prior to contract execution

8. 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 *- Individual not named*

9. ___ Meet eligible activities requirement

10. Document commitment of 100% match requirement for **FY12 funds** on Exhibit 3

11. Document commitment of 100% match requirement for **FY 13 funds** (which may include related City CDBG Public Service awards) on Exhibit 3

6. List submission (s) date/time; Refer to Exhibit

- Rapid Re-Housing
- Homelessness Prevention
- Emergency Shelter
 - Essential Services
 - Warming Centers
 - Rehabilitation or Other Upgrades
 - Outreach

7. Refer to Exhibit 4

8. Have narrative describing homeless individuals participation

9. Reference cover of proposal for eligible activities:

- Rapid Re-Housing
- Homelessness Prevention
- Emergency Shelter
 - Essential Services
 - Warming Centers
 - Rehabilitation or Other Upgrades
 - Outreach

10. All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources

11. 11. See Application-Exhibit 3 All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources

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<p><u>Notes on Section I</u></p>		

II. Project Feasibility	Points Possible 15	Points Scored
<ul style="list-style-type: none"> <input type="checkbox"/> Access to "cash flow" i.e. at least 60 days working capital documented in Exhibit 5. (5 pts) <input checked="" type="checkbox"/> Copy of bank statement or letters of credit (5 pts) <input checked="" type="checkbox"/> Copy of audit report (5 pts) 	<p>5 5 5</p>	<p>15</p>
<p><u>Notes on Section II</u></p>		

III. Applicant's Implementation Plan	Points Possible 15	Points Scored
<input checked="" type="checkbox"/> A comprehensive plan for implementation and completion of all work (3 pts) <input checked="" type="checkbox"/> A client outreach plan and/or additional collaborations necessary to provide successful program outcomes. (10 pts) <input checked="" type="checkbox"/> Plan documents project deadlines and ensure funding for continued or new operations/services is demonstrated. (2 pts)	3 10 2	15
<u>Comments on Section III</u>		

IV. Cost Effectiveness and Program outcomes	Points Possible 20	Points Scored
<input type="checkbox"/> Applicant must project number of households to be served and anticipated cost per household or # of unit of repair for rehab. (5 pts) <input type="checkbox"/> Applicant must document client outcomes from prior experience in delivering services if applying for Rapid Rehousing or Homelessness Prevention activities, Emergency Shelter Operations Warming Center. If applying for Rehab component, applicant must document prior experience with renovating facilities and associated project delivery costs while delivering the project on-time compliant with local building regulations, design guidelines and according to housing quality standards. (10 pts) <input type="checkbox"/> Applicant must project program outcomes anticipated under this proposal i.e. number of persons served or # of units repair (5 pts)		
<u>Comments on Section IV</u>		

V. Matching Capacity	Points Possible 30	Points Scored
<input type="checkbox"/> Demonstrate match from cash and/or staff, facilities, and operational/management capacity valued at or above %75 of the same amount requested from the City for proposed activities, applicants should receive up to (15 pts) <ul style="list-style-type: none"> • If cash match is valued at less than %75 of the same amount requested from the City, it should receive up to (5 pts). (20 pts) <input type="checkbox"/> The match must come from other non-ESG federal, state, local or private sources. (5 pts) <input type="checkbox"/> Match must meet all requirements established under Section 576.201 of the Interim Rule published in the Federal Register on December 5, 2011. (5 pts)		
<u>Comments on Section V</u>		

Summary Table

Section	Total Points Possible	Points Scored
I. Relevant Experience and Management Capacity	20	20
II. Project Feasibility	15	15
III. Applicant's Implementation Plan	15	15
IV. Cost Effectiveness and Program Outcomes	20	20
V. Matching Capacity	30	30
TOTAL	100	100

Besides project location this proposal is similar to the other one.

**City of Detroit- Planning & Development Department
 Combined FY 2012 & 2013 Emergency Solutions Grant
 RFP Rating Criteria Guidelines**

Name of Reviewer/Affiliate Organization: A Sternberg (HAND) Proposal#: _____ Date Reviewed: 12/14/13

Applicant Agency: <u>Legal Aid & Defender Association</u> Total Points Scored: _____ <p align="center">RAPID REHOUSING</p>
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Phase I: Threshold Requirements

Proposals not meeting the basic eligibility requirements listed below will be eliminated from consideration and will not move forward to the Phase II review. **All Applicant Organizations MUST at a minimum have documented:**

✓ Please check if included in proposal

Threshold Criteria	Requisite Documents
1. <input checked="" type="checkbox"/> Be a bona fide, tax exempt, private, nonprofit organization with a voluntary Board of Directors	1. 501(c)3 IRS Certification or have included a stamped copy of application from a certifying agency
2. <input checked="" type="checkbox"/> Have an accounting system meeting generally accepted accounting principles	2. Have qualified accounting/bookkeeping staff with documented cash management procedures and separation of accounting duties; Demonstrate accounting system with generally accepted accounting principles and policies i.e. accounts receivable, accounts payable and chart of accounts
3. <input checked="" type="checkbox"/> Have a written non-discrimination policy in the provision of assistance	3. Have program policies and procedures with written procedures prohibiting the practice of discrimination in providing client assistance
4. <input checked="" type="checkbox"/> Have at least two (2) years' experience serving eligible "homeless" and/or " <u>at-risk</u> " 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. Have at least two years of program experience; Consider number of programs, program types and number of clients served
5. <input checked="" type="checkbox"/> Document that the organization has appropriate rules and standards, policies and procedures for providing services and assistance as applicable	5. Have program policies and procedures that document organization has specific system/process in place for making referrals and the process is streamlined, efficient and effectively meeting the needs of people seeking assistance

<p>6. <input checked="" type="checkbox"/> Meet the timing, form and content Requirements of the City's RFP, and certify that it will comply with the requirements of the McKinney-Vento Act and City grant agreement with respect to Emergency Solutions Grants Program Implementation</p> <p>7. <input checked="" type="checkbox"/> Have actively used the City of Detroit's HMIS for at least two (2) years or if awarded funding, agree to comply with the City's HMIS requirement prior to contract execution</p> <p>8. <input checked="" type="checkbox"/> 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</p> <p>9. <input checked="" type="checkbox"/> Meet eligible activities requirement</p> <p>10. <input type="checkbox"/> Document commitment of 100% match requirement for FY12 funds on Exhibit 3</p> <p>11. <input checked="" type="checkbox"/> Document commitment of 100% match requirement for FY 13 funds (which may include related City CDBG Public Service awards) on Exhibit 3</p>	<p>6. List submission (s) date/time; Refer to Exhibit</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Rapid Re-Housing <input type="checkbox"/> Homelessness Prevention <input type="checkbox"/> Emergency Shelter <ul style="list-style-type: none"> <input type="checkbox"/> Essential Services <input type="checkbox"/> Warming Centers <input type="checkbox"/> Rehabilitation or Other Upgrades <input type="checkbox"/> Outreach <p>7. Refer to Exhibit 4</p> <p>8. Have narrative describing homeless individuals participation</p> <p>9. Reference cover of proposal for eligible activities:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Rapid Re-Housing <input type="checkbox"/> Homelessness Prevention <input type="checkbox"/> Emergency Shelter <ul style="list-style-type: none"> <input type="checkbox"/> Essential Services <input type="checkbox"/> Warming Centers <input type="checkbox"/> Rehabilitation or Other Upgrades <input type="checkbox"/> Outreach <p>10. All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources</p> <p>11. 11. See Application-Exhibit 3 All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources</p>
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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.

For example, under “Relevant Experience and Management Capacity”, the first sub-section is worth a maximum of 20 points. The reviewer reading this section didn’t feel like the response earned 20 points. Therefore, the reviewer gave this section 15.5 points.

I. Relevant Experience and Management Capacity	Points Possible 20	Points Scored
<p>Organizations must demonstrate track record</p> <ul style="list-style-type: none"> • At least two (2) years’ experience providing comparable services under the HPRP or Emergency Shelter Grants Program serving the same homeless or at-risk populations proposed to be served with ESG funds through this RFP. (5 pts) - • Organizations must demonstrate management capacity (2 pts) - Financial accountability. (2 pts) • Proven track record of past performance in City programs (2 pts) - • Capacity to meet federal and City audit requirements. (4 pts) - • Organizations must have at least two (2) years’ participation in HMIS operating in the City of Detroit or other comparable reporting system. (3 pts) – • Demonstrating that the agency has met all relevant requirements including prompt and accurate data entry, to be documented in Exhibit 4 or other comparable demonstration of data entry. (2 pts) - 		
<p><u>Notes on Section I</u> Stated received HPRP funding, which is inaccurate Have received City ESG funding in the past for prevention, but not RRH HMIS experience: See comments in Exhibit 4. Gave reduced points for HMIS questions because of limited HMIS experience</p>		
II. Project Feasibility	Points Possible 15	Points Scored
<ul style="list-style-type: none"> • Access to “cash flow” i.e. at least 60 days working capital documented in Exhibit 5. (5 pts) - • Copy of bank statement or letters of credit (5 pts) - • Copy of audit report (5 pts) - 		

II. Project Feasibility	Points Possible 15	Points Scored
<u>Notes on Section II</u>		

III. Applicant's Implementation Plan	Points Possible 15	Points Scored
<p>A comprehensive plan for implementation and completion of all work (3 pts) -</p> <p>A client outreach plan and/or additional collaborations necessary to provide successful program outcomes. (10 pts) -</p> <p>Plan documents project deadlines and ensure funding for continued or new operations/services is demonstrated. (2 pts) -</p>		
<u>Comments on Section III</u> Some discussion in the narrative makes it unclear if LAD will be targeting persons who meet the eligibility criteria for ESG RRH, which is that the person must be literally homeless (on street/in shelter) (question 7). Other areas of the narrative discuss targeting people in shelter, who are eligible. Gave reduced points for this unclarity. Did not discuss future funding, but question was not asked, so gave full points Gave reduced # of points for some questionable legal matter subject areas LAD proposed to provide (see comments at end)		

IV. Cost Effectiveness and Program outcomes	Points Possible 20	Points Scored
<p>Applicant must project number of households to be served and anticipated cost per household or # of unit of repair for rehab. (5 pts) -</p> <p>Applicant must document client outcomes from prior experience in delivering services if applying for Rapid Rehousing or Homelessness Prevention activities, Emergency Shelter Operations Warming Center. If applying for Rehab component, applicant must document prior experience with renovating facilities and associated project delivery costs while delivering the project on-time compliant with local building regulations, design guidelines and according to housing quality standards. (10 pts) -</p> <p>Applicant must project program outcomes anticipated under this proposal i.e. number of persons served or # of units repair (5 pts) -</p>		
<u>Comments on Section IV</u> Budget is only requesting funds for legal services; no funds being requested for direct financial assistance that would be used to move people back in to housing. Past outcomes do not give clear indication (ie, percentage of persons served) for whom their homelessness was ended and were able to obtain housing. Points reduced because of this.		

V. Matching Capacity	Points Possible 30	Points Scored
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<ul style="list-style-type: none"> ☐ Demonstrate match from cash and/or staff, facilities, and operational/management capacity valued at or above %75 of the same amount requested from the City for proposed activities, applicants should receive up to (15 pts) - <ul style="list-style-type: none"> • If cash match is valued at less than %75 of the same amount requested from the City, it should receive up to (5 pts). (20 pts) ☐ The match must come from other non-ESG federal, state, local or private sources. (5 pts) - ☐ Match must meet all requirements established under Section 576.201 of the Interim Rule published in the Federal Register on December 5, 2011. (5 pts) - 		
<u>Comments on Section V</u>		

Summary Table

Section	Total Points Possible	Points Scored
I. Relevant Experience and Management Capacity	20	13
II. Project Feasibility	15	15
III. Applicant’s Implementation Plan	15	8
IV. Cost Effectiveness and Program Outcomes	20	15
V. Matching Capacity	30	30
TOTAL	100	81

COMMENTS

- Per the ESG regulations, allowable eligible subject matters for legal services are: child support, guardianship, paternity, emancipation and legal separation, orders of protection and other matters related to domestic violence, appeal of veterans and public benefit claim denials, the resolution of outstanding criminal warrants, and issues related to landlord/tenant matters. LAD has included some legal services in subject matters that are not covered under the regulations (health care, education, “other”).

**City of Detroit- Planning & Development Department
 Combined FY 2012 & 2013 Emergency Solutions Grant
 RFP Rating Criteria Guidelines**

\$ 100,000
#26

Name of Reviewer/Affiliate Organization: Christy G. Naschte

Applicant Agency: Legal Aid and Defender Association Total Points Scored: 100
(Homelessness Prevention)

Phase I: Threshold Requirements

Proposals not meeting the basic eligibility requirements listed below will be eliminated from consideration and will not move forward to the Phase II review. **All Applicant Organizations MUST at a minimum have documented:**

v Please check if included in proposal

Threshold Criteria

Requisite Documents

1. <input checked="" type="checkbox"/> Be a bona fide, tax exempt, private, nonprofit organization with a voluntary Board of Directors	1. 501(c)3 IRS Certification or have included a stamped copy of application from a certifying agency
2. <input checked="" type="checkbox"/> Have an accounting system meeting generally accepted accounting principles	2. Have qualified accounting/bookkeeping staff with documented cash management procedures and separation of accounting duties; Demonstrate accounting system with generally accepted accounting principles and policies i.e. accounts receivable, accounts payable and chart of accounts
3. <input checked="" type="checkbox"/> Have a written non-discrimination policy in the provision of assistance	3. Have program policies and procedures with written procedures prohibiting the practice of discrimination in providing client assistance
4. <input checked="" type="checkbox"/> 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. Have at least two years of program experience; Consider number of programs, program types and number of clients served
5. <input checked="" type="checkbox"/> Document that the organization has appropriate rules and standards, policies and procedures for providing services and assistance as applicable	5. Have program policies and procedures that document organization has specific system/process in place for making referrals and the process is streamlined, efficient and effectively meeting the needs of people seeking assistance

6. Meet the timing, form and content Requirements of the City's RFP, and certify that it will comply with the requirements of the McKinney-Vento Act and City grant agreement with respect to Emergency Solutions Grants Program Implementation

7. Have actively used the City of Detroit's HMIS for at least two (2) years or if awarded funding, agree to comply with the City's HMIS requirement prior to contract execution

8. 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 *Homeless individual not specified*

9. Meet eligible activities requirement

10. Document commitment of 100% match requirement for **FY12 funds** on Exhibit 3

11. Document commitment of 100% match requirement for **FY 13 funds** (which may include related City CDBG Public Service awards) on Exhibit 3

6. List submission (s) date/time; Refer to Exhibit

- Rapid Re-Housing
- Homelessness Prevention
- Emergency Shelter
 - Essential Services
 - Warming Centers
 - Rehabilitation or Other Upgrades
 - Outreach

7. Refer to Exhibit 4

8. Have narrative describing homeless individuals participation

9. Reference cover of proposal for eligible activities:

- Rapid Re-Housing
- Homelessness Prevention
- Emergency Shelter
 - Essential Services
 - Warming Centers
 - Rehabilitation or Other Upgrades
 - Outreach

10. All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources

11. 11. See Application-Exhibit 3 All cash match applicant should have 1) agency bank statements not more than 30 days old 2) letter of credit/award from reputable institution or grant award letter from a non-ESG source; Non-cash match must provide verifiable budget with detailed explanation of non-cash sources

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.

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I. Relevant Experience and Management Capacity	Points Possible 20	Points Scored
<p>Organizations must demonstrate track record</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> At least two (2) years' experience providing comparable services under the HPRP or Emergency Shelter Grants Program serving the same homeless or at-risk populations proposed to be served with ESG funds through this RFP. (5 pts) <input checked="" type="checkbox"/> Organizations must demonstrate management capacity (2 pts) <input type="checkbox"/> Financial accountability. (2 pts) <input type="checkbox"/> Proven track record of past performance in City programs (2 pts) <input type="checkbox"/> Capacity to meet federal and City audit requirements. (4 pts) <input type="checkbox"/> Organizations must have at least two (2) years' participation in HMIS operating in the City of Detroit or other comparable reporting system. (3 pts) <input type="checkbox"/> Demonstrating that the agency has met all relevant requirements including prompt and accurate data entry, to be documented in Exhibit 4 or other comparable demonstration of data entry. (2 pts) 	<p>5 2 2 2 4 3 2</p>	<p>20</p>
<p><u>Notes on Section I</u></p>		

II. Project Feasibility	Points Possible 15	Points Scored
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Access to "cash flow" i.e. at least 60 days working capital documented in Exhibit 5. (5 pts) <input checked="" type="checkbox"/> Copy of bank statement or letters of credit (5 pts) <input checked="" type="checkbox"/> Copy of audit report (5 pts) 	<p>5 5 5</p>	<p>15</p>
<p><u>Notes on Section II</u></p>		

III. Applicant's Implementation Plan	Points Possible 15	Points Scored
<input checked="" type="checkbox"/> A comprehensive plan for implementation and completion of all work (3 pts) <input checked="" type="checkbox"/> A client outreach plan and/or additional collaborations necessary to provide successful program outcomes. (10 pts) <input type="checkbox"/> Plan documents project deadlines and ensure funding for continued or new operations/services is demonstrated. (2 pts)	3 10 2	15
<u>Comments on Section III</u>		

IV. Cost Effectiveness and Program outcomes	Points Possible 20	Points Scored
<input checked="" type="checkbox"/> Applicant must project number of households to be served and anticipated cost per household or # of unit of repair for rehab. (5 pts) <input checked="" type="checkbox"/> Applicant must document client outcomes from prior experience in delivering services if applying for Rapid Rehousing or Homelessness Prevention activities, Emergency Shelter Operations Warming Center. If applying for Rehab component, applicant must document prior experience with renovating facilities and associated project delivery costs while delivering the project on-time compliant with local building regulations, design guidelines and according to housing quality standards. (10 pts) <input type="checkbox"/> Applicant must project program outcomes anticipated under this proposal i.e. number of persons served or # of units repair (5 pts)	5 10 5	20
<u>Comments on Section IV</u>		

V. Matching Capacity	Points Possible 30	Points Scored
<input type="checkbox"/> Demonstrate match from cash and/or staff, facilities, and operational/management capacity valued at or above %75 of the same amount requested from the City for proposed activities, applicants should receive up to (15 pts) <ul style="list-style-type: none"> • If cash match is valued at less than %75 of the same amount requested from the City, it should receive up to (5 pts). (20 pts) <input checked="" type="checkbox"/> The match must come from other non-ESG federal, state, local or private sources. (5 pts) <input type="checkbox"/> Match must meet all requirements established under Section 576.201 of the Interim Rule published in the Federal Register on December 5, 2011. (5 pts)	20 5 5	30
<u>Comments on Section V</u>		

Summary Table

Section	Total Points Possible	Points Scored
I. Relevant Experience and Management Capacity	20	20
II. Project Feasibility	15	15
III. Applicant's Implementation Plan	15	15
IV. Cost Effectiveness and Program Outcomes	20	20
V. Matching Capacity	30	30
TOTAL	100	100

Date Submitted:

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: PLANNING & DEVELOPMENT - NEIGHBORHOOD SUPPORT SERVICES

Contact: G. PRYOR Project Manager: S. WALKER Phone: 313-628-0164 Fax: 313-244-224-2321

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

A. To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 512
Detroit, MI 48226
Fax: (313) 224-4588

For: Individual or
Company Name: LEGAL AID & DEFENDER ASSOC
Address: 613 ABBOTT STREET
DETROIT, MI 48226
Telephone: 313-967-5555 Ext Fax:

A. Name of Chief Financial Officer/Authorized Contact Person (Include address if different from above) JOAN GLANTON HOWARD	Telephone:
B. Employer Identification of Social Security Number 38-1358203	Spouse Social Security Number
Nature of Contract: HOMELESS SERVICES	CONTRACT AMOUNT (If known): LABOR MATERIALS

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.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7

- Is the company a new business in Detroit? YES NO
If yes, attach Employer Registration (Form DSS-4)
- Will the company have employees working in Detroit? YES NO
- 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: LAWMONT FISHER
 YES NO Signature: _____

Date: JAN 10 2014 Expires: JAN 10 2015
 Date: _____ Expires: _____

CITY OF DETROIT - ACCOUNTS RECEIVABLE CLEARANCE FORM

PLEASE FORWARD IN DUPLICATE TO ROOM 1012 (CCB)

COLEMAN A. YOUNG MUNICIPAL CENTER

REVENUE COLLECTIONS - (313) 224-4087

SECTION A: FROM: [] CITY ENGINEERING [] HEALTH [] LAW [] POLICE [] RECREATION [] WATER & SEWERAGE
[X] OTHER: NEIGHBORHOOD SUPPORT SERVICES - PLANNING & DEVELOPMENT DEPARTMENT

ADDRESS: 65 CADILLAC SQUARE, SUITE 1400 - (313) 224-9974 - Fax: (313) 224-2321

CONTACT PERSON: G Dryor PHONE NUMBER: 628-0164 DATE SENT:

[X] SECTION B: CORPORATION

ADDRESS:

[] OWN [X] LEASE

CURRENT TAX IDENTIFICATION NUMBER: 38-135 8203

OTHER/CITY/STATE/TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED:

CONTACT PERSON: Joan Glenn Howard (313) 967-5555

[] SECTION C: PARTNERSHIP

BUSINESS NAME:

ADDRESS:

[] OWN [] LEASE

OTHER/CITY/STATE/TAX IDENTIFICATION NUMBER(S) PREVIOUSLY USED:

A. PARTNER'S NAME:

HOME ADDRESS: CITY/STATE/ZIP:

[] OWN [] LEASE SOCIAL SECURITY NUMBER:

OTHER CITY PROPERTY OWNED ADDRESSES:

B. PARTNER'S NAME:

HOME ADDRESS: CITY/STATE/ZIP:

[] OWN [] LEASE SOCIAL SECURITY NUMBER:

OTHER CITY PROPERTY OWNED ADDRESSES:

CONTACT PERSON: PHONE NUMBER:

REVENUE COLLECTIONS APPROVED CONTRACT CLEARANCE

[] SECTION D: SOLE PROPRIETORSHIP

OWNER'S NAME:

HOME ADDRESS:

CITY/STATE/ZIP:

BUSINESS NAME:

BUSINESS ADDRESS: [] OWN [] LEASE

CITY/STATE/ZIP:

SOCIAL SECURITY NUMBER: PHONE NUMBER:

CITY/STATE/ZIP:

CURRENT TAX IDENTIFICATION NUMBER:

OTHER/CITY/STATE/TAX IDENTIFICATION NUMBER(S) PREVIOUSLY USED:

OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

[] SECTION E: PERSONAL SERVICES

NAME:

HOME ADDRESS: [] OWN [] LEASE

CITY/STATE/ZIP:

SOCIAL SECURITY NUMBER: PHONE NUMBER:

OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

FOR TREASURY COLLECTION USE ONLY!

FOR INCOME TAX DIVISION USE ONLY!

[X] APPROVED [] DENIED WITH ATTACHMENTS

[] APPROVED [] DENIED

CLEARANCE VALID UNTIL: JAN 15 2015

Signature: Johnetta McLeod DATE: 1-9-2014

SIGNATURE

DATE

Project Manager:

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of Legal Aid & Defender (hereinafter "Contractor"), am hereby authorized to 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/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; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No. (if applicable) _____

Duration of Covenant January 2014 to December 2014

Printed Name of Contractor/Organization Legal Aid & Defender Association, Inc.
(Type or Print Legibly)

Contractor Address Detroit MI 48226
(City) (State) (Zip)

Contractor Phone/E-mail (313) 967-5555 / dweir@ladadetroit.org
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Deierdre L. Weir - President & CEO

Signature of Authorized Representative *Deierdre L. Weir*

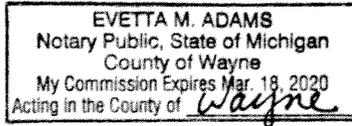
Date: 02/19/2014

*** This document MUST be notarized ***

Signature of Notary *Evetta M. Adams*

Printed Name of Seal of Notary Evetta M. Adams

My Commission Expires 03 / 18 / 2020



FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd _____ Received by *[Signature]* Title _____
Chris N. [Signature] 6/12/14
Please forward a copy of this approved Covenant and Award Letter to the Human Rights Department (111774-124)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2013

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 COMPLETE EQUITY MARKETS INC 1190 Flex Court Lake Zurich, IL 60047	CONTACT NAME PHONE (A/C No. Ext) (847) 541-0900 FAX (A/C No) (847) 541-0444 E-MAIL ADDRESS
INSURER(S) AFFORDING COVERAGE	
INSURER A The Travelers Indemnity Company	
INSURER B	
INSURER C	
INSURER D	
INSURER E	
INSURER F	

INSURED Legal Aid & Defender Association Inc.
 613 Abbott Street, 6th Floor
 Detroit, MI 48226
 (313) 967-5555

COVERAGES CERTIFICATE NUMBER: 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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680-280W4757-13-42	11-16-13	11-16-14	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BA-0115P937-13-SEL	11-16-13	11-16-14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Detroit Planning & Development Department is listed as an Additional Insured with respect to their interest as a Designated Person or Organization, per the terms and conditions of the policy.

30 Day Notice is included.

CERTIFICATE HOLDER City of Detroit Planning & Development Dept. 65 Cadillac Square, Suite 1400 Detroit MI 48226	CANCELLATION 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
--	--

Hiring Policy Compliance Affidavit

I, Deierdre L. Weir, being duly sworn, state that I am the President & CEO
of Legal Aid & Defender Association, Inc.
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,



Title: President & CEO

Date: 2/19/14

STATE OF _____)

) SS

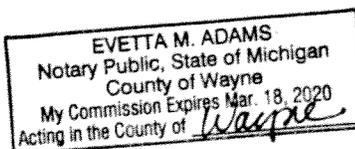
COUNTY OF _____)

The foregoing Affidavit was acknowledged before me the 19th day of February 2014,
by Levetta M. Adams

Notary Public, County of Wayne

State of Michigan

My commission expires: 03/18/2020





Main Office
613 Abbott Street
Detroit, MI 48226
313.967.5555 ph
313.962.0747 fx

Client Service Center
1240 Third Street
Detroit, MI 48226
313.967.5800 ph
313.962.0290 fx

Oakland County
Oakland Towne Center
28 N. Saginaw Street, Suite 510
Pontiac, MI 48342
248.253.1548 ph
248.253.7240 fx

Macomb County
32 Market Street
Mt. Clemens, MI 48043
586.465.1344 ph
586.465.1932 fx

Flint
653 South Saginaw
Suite 105
Flint, MI 48502
810.232.3600 ph
810.232.9434 fx

Deierdre L. Weir
President & CEO

Miriam L. Siefer
*Executive Vice President &
Chief Defender
Federal Defender Office
Criminal Law Group*

Joan Glanton Howard
*Chief Counsel
Civil Law Group*

Donald L. Johnson
*Chief Defender
State Defender Office
Criminal Law Group*

August 18, 2014

City of Detroit
Planning and Development Department
Gail Pryor
65 Cadillac Square, Ste 1400
Detroit, MI 48226

Ms. Pryor,

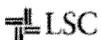
In response to the City of Detroit's concern regarding Legal Aid and Defender Association (LAD) Inc. application for employment, the question pertaining to prior felony convictions must be included on the application. LAD is a law firm, and as such, it is necessary to ask such questions as one cannot practice law if they have been charged with a felony. The application does not determine whether or not a non-attorney applicant is granted an interview.

Please contact the Grants Manager, Gina Spencer at (313) 967-5610 or at gspencer@ladadetroit.org, if you have any questions.

Sincerely,

Deierdre L. Weir
President & CEO

Providing High Quality Legal Services to Disadvantaged Residents of Metro Detroit Since 1909.



Legal Aid and Defender Association, Inc. is funded by the Legal Services Corporation, United Way for Southeastern Michigan, Michigan State Bar Foundation, City of Detroit, Wayne County, Administrative Office of U.S. Courts, U.S. Department of Housing and Urban Development and private donations.



CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Legal Aid & Defender Association, Inc.
2. Address of Contractor: 613 Abbott St.
Detroit, MI 48226
3. Name of Predecessor Entities (if any): _____
4. Prior Affidavit submission? No _____ Yes, on: _____
(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 1909 (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.

Deierdre L. Weir (Printed Name) President & CEO (Title)

 (Signature) 02/19/2014 (Date)

Subscribed and sworn to before me
this 19th day of February


Notary Public, _____ County, Michigan
My Commission expires: 03/18/2020

P & DD # 4457
CPO # 2893872
SPO #2893895

Emergency Solutions Grant Agreement
LEGAL AID & DEFENDER ASSOCIATION, INC.

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**CITY OF DETROIT
EMERGENCY SOLUTIONS GRANTS PROGRAM
AGREEMENT**

THIS AGREEMENT, entered as of this 1ST day of January , 2014 by and between the City of Detroit, Michigan, a municipal corporation acting by and through the Planning and Development Department (herein called the "City") and **LEGAL AID & DEFENDER ASSOCIATION, INC.**, a Michigan nonprofit corporation (herein called the "Subrecipient")

WITNESSETH:

WHEREAS, the City has received a letter of credit for its entitlement of Emergency Solutions Grants funds (herein called "ESG") from the U.S. Department of Housing and Urban Development (herein called HUD), **CFDA NUMBER 14-231, GRANT AGREEMENT NUMBER S-12-MC-26-006, DUNS# 040560898** for fiscal year(s) **2012-2013, and;**

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

WHEREAS, the City has approved the Subrecipient as a provider of the services set forth in Article 2 herein, Scope of Services, and as described in Exhibit A, Scope of Services, attached hereto and made a part hereof (herein called the "Services"), and;

WHEREAS, the Subrecipient represents that it is authorized and capable of performing the Services, and;

WHEREAS, the Services are to be performed at the location(s) (herein called the "Project Area") as described in Exhibit A; and;

WHEREAS, the provision of the Services in the Project Area shall herein be called the "Project";

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

1. EMPLOYMENT OF SUBRECIPIENT

1.01 The City hereby engages the Subrecipient and the Subrecipient hereby agrees to perform the Services hereinafter set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof, in accordance with the terms and conditions contained in this Agreement including **Exhibits A,B,C,D,E-F,G,H,I,J,K,L,M,N, O, P, Q-T, S, U, V, W, X, Y and Z.**

2. SCOPE OF SERVICES

2.01 The Subrecipient shall perform in a satisfactory and proper manner, as determined within the sole and reasonable discretion of the City, the Services as described in Exhibit A, attached hereto and made a part hereof. In the event that there shall be any dispute between the parties with regard

to the extent and character of the Services to be performed, or the quality of performance required under this Agreement, the interpretation and determination of the City shall govern.

2.02 The Services shall include all conferences and consultations deemed necessary by the City for the Subrecipient to properly and fully perform the Services.

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

2.04 The Services shall be undertaken in such sequence as described in Exhibit A, Scope of Services, attached hereto and made a part hereof, to assure their proper and expeditious completion in light of the objectives of this Agreement prior to the expiration date.

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

2.06 OUTREACH PLAN The Subrecipient shall develop and must provide an Outreach Plan for services that it shall provide under this contract. Such outreach plan shall be submitted to the City within 30 days of the execution of this contract, if not already submitted as part of the application process and it shall be maintained by the Subrecipient and made available to the City and/or HUD staff upon request.

2.07 PROGRAM POLICIES and PROCEDURES

2.07 The Subrecipient agrees to develop written program policies and procedures for the services it shall provide under this agreement, if it has not done so and submitted already as part of the application process, otherwise the Subrecipient shall, within 30 days of the beginning of the contract term, develop and submit the same to the City for its approval.

2.08 The Subrecipient must maintain its Outreach Plan and Program Policies and Procedures in a binder format, and shall be made available to the City or HUD staff upon request.

2.09 The Subrecipient agrees that this agreement may be terminated if the Subrecipient fails to show documentation of meeting HUD's national objectives or established eligibility requirements for the use of ESG grant funds under this agreement.

3. TERM OF PERFORMANCE

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 **January 1, 2014 to December 31, 2015**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Subrecipient. This Article 3 is subject to the provisions of Article 9, Termination.

3.02 The Subrecipient shall have no authority to start work, no payments shall be authorized by the Finance Department of the City of Detroit, and the City shall not be liable for reimbursement for any materials or services purchased, or payment for any costs incurred by the Subrecipient, or any Services rendered by the Subrecipient, which are purchased, incurred, or rendered prior to the term of this Agreement as specified in the Notice described in Section 3.01 herein.

4. PERSONNEL AND ADMINISTRATION

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Subrecipient warrants that all Subrecipient personnel assigned to the performance of the Services (herein called the "Employees") or consultants engaged by the Subrecipient to perform the Services or any additional services (as may be agreed to by the parties hereto) are fully qualified and authorized to perform the Services under Federal, State, and local laws, rules, and regulations.

4.02 The City shall have the right of prior approval of all contractors and subcontractors assigned to this project. Each Employee, contractor, subcontractor or consultant, if any, employed by the Subrecipient in the performance of this Agreement shall devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently perform the Services to conform with the highest practices in the industry.

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

Notwithstanding the above, the Subrecipient shall reimburse the City for the cost and expense of that personnel, including but not limited to, the wages paid, proper allowance for vacation, sick time and the City's contribution to the pension system, and the City's cost or expense for compensation insurance or benefits when such assistance is given at the Subrecipient's request. All costs to the Subrecipient of the expenses described herein for City employees assigned to work with the

Subrecipient shall not be eligible for reimbursement by the City to the Subrecipient. City personnel shall not be deemed to be performing services or giving assistance at the request of the Subrecipient unless such request is in writing and signed by the Subrecipient and unless such services are not of a character normally performed by City personnel when the City is not a contracting party (e.g., services of building inspectors, even if requested in writing signed by the Subrecipient, would not be deemed to be at the request of the Subrecipient for purposes of this Section 4.02).

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

4.04 The Subrecipient hereby waives any claim against the City and agrees not to hold the City liable for any personal injury or property damage incurred by an Employee(s), Contractor(s), Subcontractor(s), Agent(s) or Consultant(s) while working on this Project which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the City acting within the scope of his or her employment and hereby agrees to hold the City harmless from any such claim by its Employees, Contractors, Subcontractors, Agents or Consultants, (such Employees, Contractors, Subcontractors, Agents and/or Consultants collectively herein called the "Associates").

4.05 In all cases in which an Employee, Contractor or Subcontractor must be replaced, for any reason, the Subrecipient shall supply an acceptable replacement to the City as soon as possible.

Except where the Employee, contractor or subcontractor was withdrawn pursuant to a written request by the City, the Subrecipient shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation.

4.06 All work to perform the Services hereunder shall be coordinated by the Project Coordinator, Joan Glanton Howard, hereby duly designated by the Subrecipient and acceptable to the City, who shall in addition to his or her other duties, act as liaison between the Subrecipient and the City.

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

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

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

The Subrecipient shall inform the City of the reasons for the occurrence of events specified in subsections "a" and "b" of this Section 4.07 as well as additional pertinent information.

4.08 For the term of this Agreement and for one (1) year after its termination, the Subrecipient shall not employ any employee of the City, or any agent, or contractor of the City without obtaining the City's prior written consent.

4.09 The Subrecipient shall not receive any payment from the City for any costs under this Agreement, including but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits, or any other costs of the Subrecipient's employees, contractors, subcontractors, agents, or consultants, in addition to or in lieu of those set forth in, and pursuant to, the areas of cost and the maximum amounts thereof, as specified in the line items of Exhibit B, Budget, attached hereto and made a part hereof.

5. COMPENSATION

5.01 The City agrees to pay the Subrecipient an amount up to **TWO HUNDRED THOUSAND DOLLARS, AND 00/100, (\$200,000.00)** 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 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.

5.02 INTEREST DEPOSITS

5.02 INTEREST DEPOSITS: Any interest earned on deposits of federal funds in excess of two hundred fifty dollars (\$250.00) earning per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings of up to two hundred fifty dollars (\$250.00) per year may be retained by the Subrecipient solely for administrated expenses but must be accounted for in the Subrecipient's Records. The Subrecipient shall report to the City on all such interest earning

6. METHOD OF PAYMENT AND USES OF FUNDS

6.01 The Subrecipient, in order to receive payment, shall submit a requisition for reimbursement consistent with and pursuant to (1) all requirements set forth in Exhibit D, Payment/Reimbursement Procedures and Requirements, attached hereto and made a part hereof, (2) the items of cost and maximum amounts thereof set forth in Exhibit B, Budget, attached hereto and made a part hereof, and (3) all other terms and conditions of this Agreement, together with all necessary documentation as may be determined by the City. The City shall approve payment, in whole or in part, upon satisfactory review and approval of the requisition for reimbursement. In the event that the City shall require further explanation or documentation, the Subrecipient shall provide such further explanation or documentation upon request.

6.02 Each requisition for payment must be signed by the authorized representative of the Subrecipient, and be submitted in a timely manner.

6.03 Requests for reimbursement for a contract year must begin to be submitted to the City within 90 days of contract execution or the start of the contract term whichever is later and must be submitted monthly thereafter.

6.04 All request for reimbursements must be for expenses incurred or purchases made during the term of the contract.

6.05 No request for reimbursement may be submitted no later than ninety days after the termination date of the contract.

6.06 The City has the right to rely on the Subrecipient for submission of accurate invoices, including the support documents. Should any discrepancy in the records, or any other inaccuracy or inaccuracies result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Subrecipient.

6.07 In the event of any audit findings which result in the disallowance of any use of funds, the Subrecipient, at the sole discretion of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination date of this Agreement. When the City is required to repay said disallowed funds to the grantor agency, it is understood that the reasonable time period may be limited to the time period that the grantor agency allows the City for repayment.

6.08 "Program income" shall mean gross income received by the Subrecipient directly generated from the use of ESG funds, except that the full definition of "program income" shall be as defined in applicable Federal regulations, currently found at 24 CFR Part 84.

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

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

6.10 Any Interest earned on deposits of federal funds in excess of two hundred fifty dollars (\$250.00) earning per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings of up to two hundred fifty dollars (\$250.00) per year may be retained by the Subrecipient solely for administrative expenses but must be accounted for in the Subrecipient's Records. The Subrecipient shall report to the City on all such interest earnings.

6.11 Upon expiration or termination of this Agreement, the Subrecipient shall (1) transfer to the Planning and Development Department all CDBG funds, including all program income, on hand at the time of expiration or termination,; and (2) assign to the City all accounts receivable attributable to the use of CDBG funds together with a report on all such accounts receivable. If, subsequent to expiration or termination of this Agreement, the Subrecipient should nevertheless receive funds the rights to which had been assigned to the City, the Subrecipient shall immediately remit same to the City, together with detailed explanation regarding their source

6.12 The requisition for reimbursement shall include the monthly performance report specified in Section 14.05 herein.

6.13 The recovery by the Subrecipient of Administrative Costs is limited by: 1) the requirement of the ESG program pertaining to Solution facilities that Administrative Costs shall not exceed ten percent (10%) of the total operations and maintenance activity cost of Exhibit B, attached hereto, and 2), the requirement that Administrative Costs of service activities not associated with Solution facilities are generally limited only to accounting, audit or other City approved costs directly attributable to the services. In no case may Administrative Costs payable hereunder exceed the City approved total amount provided in any Administrative Cost line item(s) of Exhibit B, attached hereto.

6.14 Payment for services provided under this contract is governed by the terms of Ordinance No. 42-98; 1984 Detroit City Code, Sections 18-5-71 through 18-5-79 entitled "Prompt Payment of Vendors".

The individual responsible for accepting performance under this Contract and from whom payment should be requested is Project Manager, (name) who may be reached at, Planning and Development Department, 65 Cadillac Square, Suite 1400, Detroit, Michigan 48226, telephone number(313) 224-9974, fax number (313) 224-2321.

7. INDEMNITY AND DAMAGES

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

a. Any negligent or tortuous act, error or omission of the Subrecipient or any of its Associates for whose acts any of them may be liable, regardless of whether or not it is caused in part by a person indemnified hereunder.

b. Any failure by the Subrecipient or any of its Associates to perform its obligations either expressed or implied under this Agreement.

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

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

7.03 The Subrecipient agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials that it or its Associates use or have in their possession while performing this Agreement. Further, the Subrecipient agrees to hold the City harmless for any loss of such property and materials used by any such person pursuant to the Subrecipient's performance under this Agreement or which is in their possession.

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

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

7.06 The Subrecipient agrees that this Article 7 Indemnity and Damages shall apply to all matters described in this Article, "Indemnity and Damages", (whether the matter is litigated or not) which occur or arise between the Subrecipient or its Associates, and the City, and agrees to save the City harmless there from as provided in this Article 7.

8. INSURANCE

8.01 The Subrecipient shall maintain, during the term of this Contract the following insurance:

- a. Worker's Compensation insurance (subject to the terms of subparagraphs (1) and (2), below) for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance (subject to the terms of subparagraphs (1) and (2), below) with minimum limits of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS each accident. The Subrecipient agrees that it shall obtain a similar covenant from any consultant or contractor retained by it to perform any of the Services under this Agreement and shall require all such consultants or contractors to obtain such a covenant from all subcontractors, if any.

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

Planning and Development Department, which shall be attached to this agreement as an Exhibit.

- (2) Any Subrecipient which has provided such a certification and which later (but still during the term of this Subrecipient agreement) intends to employ one or more persons, must provide the Department notice of its intention at least thirty (30) days prior to employing any such person. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Planning and Development Department, the Subrecipient shall provide the Department with satisfactory evidence of Workers Compensation and Employers Liability Insurance, which complies with the terms of subparagraph a, above.
- b. Commercial General Liability Insurance, which conforms to the following minimum requirements:
 - (1) Names the "City of Detroit", as its respective interest may appear as an additional insured.
 - (2) The policy limits shall be ONE MILLION (\$1,000,000) DOLLARS each occurrence; TWO MILLION (\$2,000,000) DOLLARS minimum aggregate;
 - (3) The policy shall include coverage for independent contractors liability.
 - c. Automobile Liability Insurance covering all owned (subject to the terms of subparagraphs 91) and (2), below), hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence
 - (1) Automobile Liability Insurance covering owned automobiles will only be required for those Subrecipients which own or will own, one or more automobiles during the term of the agreement (including any amendment or extension). If a Subrecipient does not own an automobile and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Planning and Development Department, which shall be attached to this agreement as an Exhibit.
 - (2) Any Subrecipient which has provided such a certification and which later (but still during the term of the this Subrecipient agreement) intends to acquire one or more automobiles, must provide the Department notice of its intention at least thirty (30) days prior to taking title to any such automobile. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Planning and Development Department, the Subrecipient shall provide the Department with satisfactory evidence of insurance, including owned auto coverage, which complies with the terms of subparagraph c, above.
 - d. The Subrecipient shall obtain Fidelity Bonds or other similar dishonesty protection insurance as provided in paragraph 9 of Exhibit C attached hereto.

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

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

8.04 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Subrecipient at the time it executes the Agreement or at such later time, prior to the commencement of any services under this agreement, as may be appropriate within the judgment of the Planning and Development Department. Any agreement by the Department to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the Department and signed by the project manager which shall be attached to this Agreement as an Exhibit. All policies shall name the Subrecipient as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least ten (10) days prior notice to the City. The comprehensive liability insurance certificate and policy shall name the additional insured required by Section 8.01 b.(1) hereof. Certificates of Insurance evidencing all required coverages shall be submitted to the Finance Department, Accounts Payable Section, 612 Coleman A. Young Municipal Center, prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

8.05 The Subrecipient shall cause all contracts and subgrants under this Agreement which are between the Subrecipient and its contractors, including subcontracts at lower tiers, and all sub-subgrants, if any, to require that the contractors, subcontractors, and sub-subgrantees, if any, shall maintain all of the insurance required by this Article 8 and that the liability insurance shall name as an additional insured the City as defined in Section 8.01 b.(1) hereof and the Subrecipient.

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

8.07 In Addition to the above requirements, the Subrecipient shall, if applicable, comply with the bonding and insurance requirements set forth in OMB Circular A-122 and in the Federal regulations at 24 CFR 84 including without limitation those regarding bonding insurance.

9. TERMINATION

9.01 The City may terminate this Agreement for cause upon giving written notice of termination to the Subrecipient at least twenty-four (24) hours before the effective date of the termination, should the Subrecipient: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; or (2) violate any of the covenants, agreements, or stipulations of this Agreement; the Subrecipient shall be liable to the City for any damages it sustains by virtue of this Subrecipient's breach or any reasonable costs the City might incur enforcing or attempting to

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

9.02 The City may terminate this Agreement without cause at any time, without incurring any further liability whatsoever, other than as stated in this Article 9, by giving written notice to the Subrecipient of such termination (herein called a "Notice of Termination"), specifying the effective date thereof, at least twenty-four (24) hours prior to the effective date of such termination. The amount of the payment shall be computed by the City on the basis of the Services provided, which, in the judgment of the City, represents a fair value of the Services provided, less the amount of any previous payments made, which final payment the Subrecipient agrees shall constitute full and complete payment and satisfaction under this Agreement. Should the City or the City's designee undertake any part of the Services which are to be performed by the Subrecipient, the Subrecipient shall not be entitled to any compensation for the Services so performed. This Section 9.02 is subject to the maximum sum payable provision in Section 5.01.

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

- a. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Obligate no additional Agreement funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on contractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated; and require all contractors to place no further orders on subcontractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- c. Terminate all orders and contracts to the extent that they relate to the portion of work so terminated, and cause to be terminated all subcontracts, if any, to such extent;
- d. As of the date the termination is effective, preserve all Agreement records (as hereinafter defined) and submit to the City such records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment and other property purchased for the Project (if any), and all pertinent keys to files, buildings and property and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- e. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Agreement, and a listing of all creditors, contractors, lessors, and/or other parties with which the Subrecipient has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

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

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

9.06 In accordance with the Federal regulations at 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, and the City may terminate this Agreement for convenience in accordance with the Federal regulations at 24 CFR 85.44. In the event that the City so suspends or terminates this Agreement then the City shall so suspend or terminate this Agreement pursuant to said Federal regulations and pursuant to Sections 9.01, 9.02, 9.03, 9.04, and 9.05 hereof, except that if there is any conflict between the said Federal regulations and the said sections of this Agreement, then the said Federal regulations shall govern.

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

10. PROCEDURES FOR FILING AN APPEAL

- 10.01 All appeals must stipulate an issue of fact (procedure) concerning:
- Bias, discrimination or conflict of interest on the part of the City;
 - City's claim of Subrecipient's failure to comply with the procurement process;
 - City's claim of Subrecipient's errors in computing reimbursement payment requests;
 - City's denial of payments due to Ineligible expenses
 - City's denial of contract amendment request
 - City's denial of contract modification request
 - City's claim of Subrecipients failure to comply any other City/HUD regulations or procedures described in the agreement;
- 10.02 Appeals must state the grounds for the appeal with specific facts and complete statements of the action(s) being appealed.
- 10.03 Appeals must include a description of the relief or corrective action sought.
- 10.04 Appeals will be rejected, as without merit, if they address non-procedural issues such as:
- A project manager's professional judgment on the administration of the contract
 - The City's assessment of its own and/or other agencies needs requirements.
- 10.05 All appeals must be submitted in writing. E-mails or fax copies will not be accepted.
- 10.06 All appeals must be signed by the appealing party or authorized agent and must include return address and telephone number of the appealing agency
- 10.07 Appeals regarding Subrecipient's agreement can be made any time after the contract has been approved by the City of Detroit

10.08 All appeals must be addressed and mailed or hand delivered to the Planning & Development Director:

Director
Planning & Development Department
City of Detroit
65 Cadillac Square, Suite 2300
Detroit, MI 48226

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

11. ASSIGNMENT, CONTRACTING OR SUBCONTRACTING

11.01 The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereof. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the contracts and City to any further assignment.

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

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

11.04 In the event that the Subrecipient, under this Agreement, enters into contract(s) with subcontractor(s), the Subrecipient shall obtain independent contractors liability insurance coverage in addition to all other types of coverage required hereunder.

11.05 The parties hereto acknowledge that the Department of Housing and Urban Development requires all ESG recipients and subrecipients to keep records and report on the use of ESG funds. Therefore the Subrecipient shall ensure that for all contracts and subcontracts under this Agreement that each subcontractor shall keep records and report in sufficient detail to the Subrecipient, and that each subcontractor, if any, shall keep records and report in sufficient detail to the contractor, on all use of ESG funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Subrecipient to meet all of its reporting and monitoring obligations under this Agreement and/or as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the contractor by the Subrecipient shall include all record keeping and reporting requirements similarly required of the Subrecipient herein, unless otherwise specifically provided for in this Agreement. In the event of any dispute between the parties hereto as to reporting requirements

required hereunder or to be required of contractors and/or subcontractors, the reasonable determination of the City shall govern.

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

(1) cost type contracts with for-profit organizations, or cost type portions of contracts with for-profit organizations; or

(2) cost type subcontracts with for-profit organizations, or cost type portions of subcontracts with for-profit organizations;

shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 48 CFR Part 31.

11.07 The Subrecipient shall include in all contracts under this Agreement, and cause to be included in all subcontracts under such contracts, all clauses described in the Federal regulations at 24 CFR 84.48, including without limitation those set forth in Appendix A of said Part 84, as applicable as determined by the terms of the provision, except that the thresholds set forth therein for applicability of the Contract Work Hours and Safety Standards Act shall be revised to cover only contracts in excess of \$100,000.

12. CONFLICT OF INTEREST

12.01 The Contractor warrants that its participation in this contract will conform to the requirements of all applicable Community Development Block Grant regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational, Conflict of Interest. Organizational Conflict of Interest is defined as a situation in which the nature of work under this contract and the Contractor's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Contractor's objectivity in performing the contract work may be impaired.

12.02 In the event the Contractor has an organizational conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.

12.03 The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Planning and Development Department may, however, terminate the contract if it is in best interest of the City.

12.04 In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Planning and Development Department may terminate the contract for default.

12.05 The provisions of this clause shall be included in all subcontracts and consulting agreements.

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

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

12.08 The Planning and Development Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

12.09 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

The Contractor further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

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

13. PROCUREMENT, COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

13.01 The Subrecipient agrees to adhere to requirements in OMB Circular A-110 and City requirements regarding procurement of goods or services using agreement funds in whole or in part. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with applicable requirements (24 CFR 84.40-48)

13.02 The Subrecipient must establish written selection procedure for procurement transactions, and the procedures must be adequate to ensure fair pricing and to avoid the purchase of unnecessary or duplicate items (24 CFR 85.36(b)(4) & 84.44(a)(1)-(2). The procurement procedures shall not restrict or eliminate competition.

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

13.04 The Subrecipient agrees to purchase only eligible goods & services as specified under this agreement to qualify for reimbursements.

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

13.06 This agreement may be terminated if the Subrecipient fails to show documentations for its procurement procedures upon request by the City of HUD local office.

13.07 The Subrecipient shall comply, and shall require all employees, contractors, consultants and subcontractors to comply, with all applicable Federal, State and local laws, ordinances, codes, regulations, and policies, including, but not limited to, all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to this Project externally; where applicable and where not prohibited by state or Federal law, Mayor's Executive Order No. 4, Executive Order No. 2007-1 attached as Exhibit U, all applicable City of Detroit Human Rights requirements, including without limitation

Section 27-1-1 et seq. of the 1984 City Code; and all assurances and regulations pursuant to Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended by Section 832 of the Cranston-Gonzalez National Affordable Housing Act, Pub. L. 101-625; HUD implementary regulations at 24 CFR Part 570; Office of Management and Budget (OMB, herein) Circular A-122 "Cost Principles for Non Profit Organizations"; OMB Circular A-133, as applicable; cost principles applicable to all requirements imposed by the City on the Subrecipient due to the City's obligations under OMB Circular A-133; and with the Federal "Uniform Administrative Requirements" set forth at the Federal regulations found at 24 CFR Part 84 as applicable.

The Subrecipient shall save the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Article 12. The Subrecipient shall require as part of any contractual and/or subcontractual agreement entered into under this Agreement, that the contractors and/or subcontractors comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Subrecipient and the City to remain in compliance with such laws and regulations as apply to the Subrecipient and the City hereunder. The Subrecipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

If any conflict should arise regarding the interpretation of the provisions and requirements of OMB Circulars A-122, and/or A-133 and/or the requirements of the regulations at 24 CFR 84 or of the applicability of the provisions and requirements of these Circulars and regulations to the Subrecipient, the reasonable interpretation of the City shall govern. Further, if there is any conflict inherent between the requirements of the OMB Circulars and/or the regulations at Part 84 themselves, the City shall determine which provisions and requirements shall apply to the Subrecipient. The Subrecipient may request copies of the above named OMB Circulars, and/or copies of said regulations, or their respective revisions, from the City, but the Subrecipient shall

comply with all requirements of these Circulars and regulations and shall comply with all requirements of this Article 12 of this Agreement irrespective of whether the Subrecipient requests copies of these Circulars and regulations or of their respective revisions from the City and irrespective of whether the Subrecipient actually receives any such copies from the City.

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

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

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

In addition, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the Subrecipient shall comply with all record keeping obligations as specified herein for not less than a four year retention period. The retention period shall begin no earlier than on the date as specified in the regulations at 24 CFR 84.53, except that the retention period referenced in 84.53(b) pertaining to individual CDBG activities shall be four years; but said retention period shall not begin until after the date upon which the Subrecipient no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement; whichever is later.

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

13.07 The Subrecipient shall include or cause to be included the following language (referred to as the "Section 3 clause") in all Section 3 covered contracts and subcontracts under this Agreement and shall comply with the Federal regulations at 24 CFR part 135, which implement section 3:

All section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

SECTION 3 CLAUSE

24 CFR Part 135.38 and HUD Grant Agreement

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for

training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13.08 The Subrecipient shall comply with all federal requirements regarding separation of church and state as provided in Exhibit P, attached hereto and made a part hereof.

13.09 If this Agreement is for construction and the compensation exceeds \$10,000, the Subrecipient shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).

13.10 If the compensation of this Agreement exceeds \$100,000, the Subrecipient shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42

USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Subrecipient shall report all violations to HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

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

13.12 The Subrecipient shall include in all procurement contracts under this Agreement and cause to be included in all subcontracts under such contracts the provisions of the Federal regulations at 24 CFR 84.48, including without limitation those set forth in Appendix A of said part 84, as applicable.

13.13 The Subrecipient shall comply with all requirements of the rule entitled "New Restrictions On Lobbying" found at 24 CFR 87 (the "Lobbying Rule", hereinafter). The parties hereto acknowledge that said rule requires, but is not limited to requiring, that the Subrecipient and all parties at lower tiers, including sub-subrecipients, contractors and subcontractors, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including sub-awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub-awards at all tiers. The parties hereto further acknowledge that said rule requires that under certain conditions, specified therein, affected parties make certifications, file statements, and make disclosures, regarding the use of appropriated Federal funds, and regarding the use of funds which are other than appropriated Federal funds, in regard to the above described lobbying activities. The language of the certification required from the Subrecipient and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as Exhibit O. The meaning of the terms in this Section 12.08 and in said certification shall be construed pursuant to the definitions of said terms as

they are defined in the Lobbying Rule. The Subrecipient shall require all parties at all lower tiers to comply with all requirements of the Lobbying Rule applicable to said parties and shall include the language of the certification, and require that the language of the certification be included, in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements). The Subrecipient shall adhere to the terms of the certification and shall require all parties at lower tiers to so adhere. Notwithstanding the above described lobbying requirements, it is understood by the parties hereto that the submission of the certifications described above is required only if the compensation of this Agreement, as it may be amended, exceeds \$100,000.00, although all other requirements of this Section 12.08 are applicable, irrespective of the amount of said compensation.

13.14 The Subrecipient shall comply with the requirements of the HUD Reform Act of 1989, as set forth in the Federal regulations located at 24 CFR Part 12, as applicable in regard to all applications received by the Subrecipient in performance of the Services required hereunder, shall keep records on such compliance, shall make such records available for audit, examination, and monitoring, and, if required by the City, shall report on such compliance to the City in a manner as may be required by the City.

13.15 In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with ESG funds, pursuant to 24 CFR 576.22(b), the Subrecipient:

1. represents that if it is, or if it may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
2. agrees that, in connection with ESG funded services:
 - a) it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to persons on the basis of religion;
 - b) it will not discriminate against any person applying for Solution or any ESG funded eligible activity on the basis of religion and will not limit such housing or other eligible activity or give preference to persons on the basis of religion;
 - c) it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
 - d) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Subrecipient and in which the services are to be provided;
 - e) the portion of the facility used to provide public services assisted in whole or in part under this Contract shall contain no religious symbols or decorations; and

Provided that, minor repairs may be made if such repairs are directly related to the ESG services, are located in a structure used exclusively for non-religious purposes, are

budgeted herein, and constitute in dollar terms only a minor portion of the ESG expenditure for the services.

13.16 Any Solution building for which ESG funds are used for one or more eligible ESG activities must be maintained by the subrecipient as a Solution for the homeless for such a time period as specified as applicable at 24 CFR 576.73.

13.17 The Subrecipient shall maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. The Subrecipient shall certify and carry out the drug-free workplace requirements.

13.18 The Subrecipient shall save the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Article 12. The Subrecipient shall require as part of any contractual and/or subcontractual agreement entered into under this Agreement, that the contractors and/or subcontractors comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Subrecipient and the City to remain in compliance with such laws and regulations as apply to the Subrecipient and the City hereunder. The Subrecipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

14. AMENDMENTS AND BUDGET MODIFICATIONS

14.01 The City may consider it in its best interest to change, modify or extend a term or condition of this Agreement. Any such change, extension, or modification, which is mutually agreed upon by the City and the Subrecipient, shall be incorporated in written amendment(s) (hereinafter called "amendment(s)") to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the Subrecipient or the City from any of its obligations under this Agreement, except for those parts thereby amended. An amendment to this agreement shall be required if a major revision is needed to be made in the subrecipient's approved scope of work. A major revision means that circumstances very different from what was stated in the original agreement are about to occur. Such major changes shall include but not limited to:

- The time to perform the services must not be extended to more than 90 days beyond the date the contract expires.
- A new activity is proposed.
- An entirely new population is targeted or is proposed to be served.
- An entirely different method of doing business will be used.
- An additional money will be added to the agreement, more work will be performed and more people will be hired

14.02 MODIFICATIONS: The Subrecipient may, if the City approves in writing, modify the line-item budget by requesting the modification in writing and specifying the need for the modification. Any modification of the line-item budget must be approved in writing by the City before the Subrecipient commits to the expenditure of funds outside the currently approved line-item budget

14.03 Budget revision requests will not exceed the total cost of the agreement and requests made may not exceed 10% for pay raises originally unrecognized in the budget. All minor

changes that do not affect the time frame, outcome, or total cost of the project shall be approved by letter. These may include but will not be limited to:

- Change in address of the organization's administrative office (but not a change in the neighborhood or client served)
- Change in hours of operation (but not change in total service units or number of people served)
- Change in job titles (but not of pay or personnel)
- Shifts in costs from one budget line item category to another
- Contract term extension(s) not exceeding 90 days
- Add a new budget line-item that will be consistent with the originally approved scope of work and will not change total budgeted amount of the contract.

14.04 The Subrecipient agrees to submit an amendment or budget modification request to the City of Detroit, if necessary, at least 90 days before it is needed or before the expiration of the original agreement. The approval or disapproval of Subrecipient's contract modification request shall be at the discretion of the Planning & Development Director or his or her designee, and shall depend upon what the original scope of service (Exhibit A) or Budget (Exhibit B) of the agreement provides.

15. PROCUREMENT AUDITS, MONITORING, RECORD KEEPING TRACKING AND REPORTS

15.01 AUDITS: The Subrecipient will submit to the City a copy of the organization's annual audit report for each year during which the subrecipient agreement is in force. When required by OMB Circular A-133, the Subrecipient shall also provide for an independent audit consistent with the rules established in that Circular

15.02 The Subrecipient shall make available all books, documents, papers, records (herein collectively called "Records") and project sites directly pertinent to this Agreement for monitoring, audits, inspections, examinations and making excerpts and transcriptions by the City, the Department of Housing and Urban Development, and the Comptroller General of the United States, at all reasonable times. The Subrecipient shall make available all such Records, in their entirety, including all identifying labels and case names, with no deletions, for all such monitoring, audits, inspections, examinations, and making of excerpts and transcriptions. The Subrecipient shall keep full and complete records documenting all Services performed under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. The Subrecipient shall require all contractors and subcontractors to permit monitoring access by the City to all relevant books and records and to the site of any construction or other work performed hereunder. All access rights to Records, which are set forth in this Section, shall survive the expiration or effective termination date of this Agreement and shall last at least as long as the record retention period specified in Section 14.02 hereof.

All financial Records pertinent to this Agreement shall be kept in accordance with generally accepted accounting practices and with the Federal regulations at 24 CFR 84.21 "Standards for financial management systems". The Subrecipient shall keep a property inventory for all property purchased in whole or in part with Agreement funds.

The Subrecipient shall keep a property inventory of all property purchased in whole or in part with Agreement funds, consistent with all Federal property management requirements and with all other applicable terms of this Agreement, as provided in Exhibit C hereof.

15.03 All such required Records shall be maintained for a four year retention period. The retention period shall begin no earlier than on the date as specified in the regulations at 24 CFR 84.53, except that subsection 84.53(b) applies only as modified by the exception provisions described in Section 12.01 of this Agreement; but said retention period shall not begin until after the date upon which the Subrecipient no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement; whichever is latest.

15.04 The Subrecipient agrees to allow representative(s) of the City to make periodic inspections for the purpose of ascertaining that the Subrecipient is properly performing the Services set forth in Exhibit A herein. Such inspections shall be made at any time during normal business hours of the Subrecipient. If in the course of such inspections, the representative(s) of the City should note any deficiencies in the Subrecipient's agreed upon Services, such deficiencies may be reported promptly to the Subrecipient in writing. The Subrecipient agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification by the City.

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

15.06 The Subrecipient shall submit performance reports pursuant to all of the provisions and requirements of Exhibit E, attached hereto and made a part hereof.

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

15.08 HMIS REQUIREMENT: The Subrecipient must establish and implement use of a Homeless Information Management System (HMIS) – consistent with the HMIS solution adopted by the local Homeless Continuum of Care -- for purposes of tracking and reporting of its ESG activities.

15.09 The Subrecipient must provide at least one 3-4 hour HMIS basic training annually for all staff engaged in its ESG funded activities.

15.10 The Subrecipient agrees to submit a monthly HMIS activity report to the City of Detroit on the 2nd day of each month, with an annual performance report by the expiration of the contract date.

16. FAIR EMPLOYMENT PRACTICES AND NON-DISCRIMINATION REQUIREMENTS

16.01 NONDISCRIMINATION: The city council hereby finds and declares that prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby, threaten the civil rights and privileges of the people of the city and menace their institutions. The human rights department shall have the power and general jurisdiction within and without city government, subject to the policies established by the human rights commission, to eliminate discrimination, to approve of procedures which will remedy the effects of past discrimination, and to prevent discrimination in: education, employment, medical care facilities, housing accommodations, commercial space, places of public accommodation, public service, resort or amusement, or other forms of discrimination prohibited by law, based upon race, color, religious beliefs, national origin, age, marital status, disability, public benefit status, sex, sexual orientation, or gender identity or expression; and to take such action as necessary to secure the equal protection of civil rights. (City of Detroit ordinance section 27-1-1)

- Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100.
- Executive Order 11063 and implementing regulations at 24 CFR Part 107.
- Title VI of the Civil Rights Act of 1964 (42U.S.C. 2000d-2000d-4) and implementing regulations at 24 CFR Part 1.
- Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.
- Executive Order 11246 and the regulations issued at 41 CFR Chapter 60.
- Executive Order 11625, 12432, and 12138.
- Elliott-Larsen Civil Rights Act, Act No. 453, Michigan Public Acts of 1976, as amended.

16.02 In accordance with the United States Constitution and with all Federal legislation and regulations governing fair employment practices and Equal Employment Opportunity, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to that Title; Title VII of the Civil Rights Act of 1964 (42 USC Sec. 2000(e) et seq., {Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112,87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual will be excluded from participation solely by reason of his or her handicap., will be denied the benefits of, or will be subjected to discrimination under any program or activity receiving Federal financial assistance,} and in accordance and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal opportunity, including but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453, including Section 209) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Subrecipient agrees that it will not discriminate against an employee or application for employment with respect to hire, tenure, terms, conditions or privileges of employment with respect to race, color religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to

perform the duties of a particular assignment or position. Also in performance of this Agreement, the Subrecipient shall comply with the Americans Disabilities Act of 1990, P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Subrecipient hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination, against itself or its contractors and/or subcontractors connected directly or indirectly with the performance of this Agreement.

16.03 The Subrecipient agrees that it will notify, or cause to be notified, all contractors and/or subcontractors of the obligations relative to nondiscrimination under this Agreement when soliciting same, and will include or cause to be included the provisions of this Article 15 in all contracts and/or subcontracts, as well as provide the Court a copy of any contract upon request.

16.04 Breach of the terms and conditions of this Article may constitute as a material breach of this Contract and, as such, are governed by the provisions for termination as set forth herein.

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

17. NOTICES

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

Planning & Development Department
Neighborhood Support Services
65 Cadillac Square, Suite 1400
Detroit, Michigan 48226
Attention: **GAIL PRYOR**
Phone No: 313.628.0164

Subrecipient Name: **LEGAL AID & DEFENDER ASSOCIATION, INC.**
Subrecipient Address: 613 ABBOTT ST.
Detroit, MI 48226
Attention: **JOAN GLANTON HOWARD**
Phone No: 313.967.5555

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

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

18. MISCELLANEOUS

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

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

18.03 This instrument, including all exhibits and attachments as specified in Section 1.01 hereof, which are attached hereto and are made a part of this Agreement, and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Subrecipient by implication or otherwise unless expressly set forth herein. The Subrecipient shall comply with all terms and conditions set forth in all Exhibits as attached hereto and shall utilize all sample forms included as Exhibits, as applicable, unless allowed otherwise by the City.

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

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

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

18.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The Subrecipient agrees, consents and submits to the personal jurisdiction of the U.S. District Court For The Eastern District Of Michigan or of any competent court in Wayne County, Michigan, for any

action brought against it arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in Article 16 herein, will be sufficient to put the Subrecipient on notice and hereby waives any and all claims relative to such notice. The Subrecipient also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any Courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in either the Michigan Court of Appeals or the Michigan Supreme Court.

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

18.09 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's determination shall be controlling. Except, that in the event of an occurrence beyond the control of the parties hereto, the City may, at its sole option, terminate this Agreement. Such termination shall be made in accordance with the provisions of Article 9 herein.

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

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

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

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

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

18.15 If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it

is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.16 The Subrecipient shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor or subrecipient, or principal as defined in the Federal regulations at 24 CFR 24.105, during any period of debarment, suspension, or placement in ineligibility status or during any period during which said contractor or subcontractor or subrecipient, or principal is proposed for debarment under 48 CFR Part 9, subpart 9.4, under the provisions of 24 CFR, Part 24. If during the term of this Agreement, the Subrecipient is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 24 CFR Part 24, the Subrecipient shall immediately notify the City. The requirements of this Section 17.16 shall apply equally to (1) all government-wide debarment, suspension, placement in ineligibility status, or proposal for debarment whether due to such statuses under action taken by HUD pursuant to the regulations at 24 CFR Part 24, or by any other comparable Federal government action and to (2) such statuses which are not government-wide but which rather are limited to inclusion on a comparable department-wide HUD list.

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

The Subrecipient shall require all parties who stand in a lower tier relationship to the Subrecipient, if any, to submit said certification to the Subrecipient, if such lower tier relationship is a covered transaction defined at 24 CFR 24.110. The Subrecipient shall also require all parties who occupy a position with the Subrecipient defined at 24 CFR 24.105 as a principal to submit said certification to the Subrecipient. The Subrecipient shall immediately notify the City if, pursuant to the requirements of any such certification received by the Subrecipient the party who had submitted said certification notifies the Subrecipient, or the Subrecipient otherwise learns that said certification is erroneous or has become erroneous by reason of changed circumstances.

The Subrecipient shall require all sub-subrecipient agreements, contracts, and subcontracts under this Agreement to contain a provision comparable to this Section 17.16.

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

18.18 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the City may contract with other consulting firms and that the Subrecipient is free to render the same or similar advisory services to other clients.

18.19 The Subrecipient warrants that it is currently registered to do business in the State of Michigan and is amenable to service or process at the address stated in Section 101, "Notices".

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

WITNESSES:

- 1. [Signature]
- 2. [Signature]

SUBRECIPIENT:

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

* * * * *

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
 COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 24th day of April,
2014, by Evetta Adams, the Executive Asst. of
 (Name of Corporate Officer) (Office Held)
Legal Aid and Defender Association, a Michigan Non-profit Corporation
 (Name of Organization)

on behalf of the Corporation.

[Signature]
 Notary Public
 My commission expires 3-18-2020

EVETTA M. ADAMS
 Notary Public, State of Michigan
 County of Wayne
 My Commission Expires Mar. 18, 2020
 Acting in the County of Wayne

* * * * *

WITNESSES:

CITY OF DETROIT, Planning & Development Dept.

- 1. [Signature]
- 2. [Signature]

By: [Signature]
 Its: Tom Leonard
GROUP Executive

cc SEP 09 2014
 24 SEP 23 2014

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

[Signature] 9/24/14
 Purchasing Director Date

[Signature] 7/23/14
 Corporation Counsel Date

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

RESOLUTION OF CORPORATE AUTHORITY

TREASURER

I, Anthony McCree, CORPORATE SECRETARY of Name of Organization 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 Dec. 12, 2013, and that the same is now in full force and effect:

I FURTHER CERTIFY that:

Lois Bingham is Chairman of the Board,
Deierdre L. Weir is Executive Director,
Lois Bingham is President,
Joel Applebaum is Vice President,
Anthony McCree is Treasurer,
and Karen Chadwick 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."

Deierdre L. Weir Title/Position President/CEO
Lois Bingham Title/Position Board President
Joel Applebaum Title/Position Board Vice President
Anthony McCree Title/Position Board Treasurer
Karen Chadwick Title/Position Board Secretary
and _____ Title/Position _____

I FURTHER CERTIFY that any of the aforementioned officers of the Company is authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Agreement «CPO» between the City of Detroit and Name of Organization 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 24th day of April, 2014.

CORPORATE SEAL
(if any)

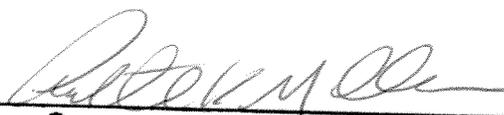
Signature: 
Corporate Secretary ~~TREASURER~~

EXHIBIT A
SCOPE OF SERVICES
LEGAL AID AND DEFENDER ASSOCIATION, INC (LAD) RAPID RE-HOUSING ADVOCACY PROJECT
FY 2013-2014

During the term of this Agreement, the Subrecipient, Legal Aid and Defender Association, Inc., and the Rapid Re-Housing Project, shall provide public service activities herein called the "Project" or the "Services", in order to provide Direct Legal Assistance, Legal Information Workshops and Seminars and In Service Training of Community Agency Staff.

1. GENERAL REQUIREMENTS

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

Services shall be public and be provided to Detroit residents. No excessive fees shall be charged, nor "donations" for project services be requested, which would preclude lower income persons from gaining access to, or participating in, the Project Services hereunder.

Though public Services hereunder may be targeted to a particular subpopulation or problem area, the Subrecipient must abide by the provisions of Article 12 (Compliance with Laws and Security Regulations) and Article 15 (Fair Employment Practices and Nondiscrimination Requirements) of this Agreement. Therefore, the Subrecipient, in the provision of public Services, shall not discriminate against any otherwise qualified person applying for the public Services, nor give preference to persons, nor limit provision of Services to persons, based solely on factors of race, ethnicity, gender, age, handicap, disability, sexual orientation or religion.

2. CDBG NATIONAL OBJECTIVE CRITERIA

This Project will meet the Community Development Block Grant Program national objective in the following manner:

B2) Limited Clientele- FORMALLY LIMITING CLIENTELE EXCLUSIVELY TO LOW AND MODERATE INCOME PERSONS (100% must of low or moderate income.)

The Subrecipient shall limit the Services provided by the Project to low to moderate-income families and individuals. Unless the Subrecipient is otherwise notified by the City in writing, low to moderate income family limits shall be determined in accordance with the following guidelines. The subrecipient shall include in any program event advertisement where the numbers of people or method of contact make it difficult to collect low/moderate income eligibility information and will post prominently as said events the actual HUD low and moderate income limits.

**CDBG MAXIMUM GROSS INCOME LIMITS
AS OF DECEMBER 2013**

Family Size	Very Low Income Maximum (50%)	Low Income Maximum (80%)
1	\$22,550	\$36,050
2	\$25,800	\$41,200
3	\$29,000	\$46,350
4	\$32,200	\$51,500
5	\$34,800	\$55,650
6	\$37,400	\$59,750
7	\$39,950	\$63,900
8*	\$42,550	\$68,000

*Over 8 persons in family add 8% of four person family limit for each additional member and then round to nearest \$50.

The Subrecipient shall maintain records to substantiate proof of each Project participant's family income. Records maintained by the Subrecipient must include the information included in Exhibit F hereof.

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 hereof. Such records shall identify program participants and/or beneficiaries, 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's personal or income information with due respect for confidentiality.

3. SERVICES TO BE PERFORMED

During the term of this Agreement, the Subrecipient shall provide the following services:

Categories of Services:

Direct Legal Assistance. LAD staff attorneys will provide legal assistance to qualified applicants, which will range from direct legal advice and brief legal services to full service representation in legal matters in the legal areas of Housing (landlord-tenant, mortgage foreclosure, tax foreclosure); Income Maintenance (public benefits and child support); Expungement of criminal records (which are a barrier to maintaining/obtaining stable housing or to employment opportunities); Domestic Relations (assisting victims of domestic violence with obtaining orders to remove abusers from households and restoration to housing); Other legal matters that may impact the clients ability to obtain and stable housing.

Legal Information Workshops and Seminars. LAD staff will provide legal information workshops and seminars for the residents of the City of Detroit in legal areas which will include but not be limited to the areas of Housing, Public Benefits, Expungement, and Domestic Relations/Family Law.

In Service Training of Community Agency Staff. LAD staff will provide training to staff at community agencies and within the faith-based community to help educate the staff on the legal solutions to

problems presented by their constituents that may not be readily apparent to assist them in making referrals to our office.

Client Outreach:

LAD will accept new applications for legal assistance at its Main Office located at 613 Abbott, Detroit, and LAD will also hold outreach clinics at the locations listed in 5 A) below. The dates and locations for the outreach clinics will be distributed throughout the City in accordance with LAD's Outreach Plan.

Staffing:

Services will be provided by LAD staff. Specifically designated to staff the project will be:

- a) a Supervising Attorney who will provide supervision of the legal work performed by project staff;
- b) two staff attorneys who will provide legal advice, brief legal services and higher levels of direct legal representation, as appropriate to the projects clients; provide legal workshops and seminars to project clients in a variety of legal substantive areas such as landlord/tenant rights and responsibilities; mortgage and tax foreclosure prevention; family law issues; provide in-service training to community agencies and the faith-based community to assist with identification of legal issues that may lead to homelessness;
- c) One project paralegal/community advocate who will provide new client intake support for the project.
- d) Other: any additional legal assistance and support by other staff not specifically designated to staff the project, as needed.

Clientele:

The target clientele will be homeless residents of the city of Detroit by providing on-site client intake at homeless shelters, the Veteran Centers, schools, a warming center and any other location within the target area and who meet the projects income and asset qualifications. Due to the nature of LAD's major funding, services can only be provided for U.S. Citizens, legal permanent residents and persons with certain other citizenship statuses.

Expected Outcomes:

The overall goal of the project is to assist people in ways that help them quickly exit homelessness and move back into stable community housing through the provision of legal services, workshops and seminars to the project clients and community agencies. Some of the specific expected outcomes will be:

Landlord/Tenant:

Expected Outcome: in the majority of cases, eviction will be prevented through advice on the tenant client's legal rights, negotiation with landlords to prevent eviction or to obtain addition time to move to more suitable housing; representation at eviction hearings to prevent the eviction; advice and representation in proceedings where a client's housing subsidy or housing choice voucher is jeopardized to try to preserve the housing benefit.

Mortgage and Tax Foreclosure prevention:

Expected Outcome: to save homes through loan modifications, advice regarding legal options and representation in litigation where appropriate where the goal is to preserve homeownership.

Income Maintenance:

Expected Outcome: to provide an increase in household income that will enable the client/family to stabilize their housing situation.

Expungement:

Expected Outcome: to obtain an order expunging a criminal conviction for eligible clients which will increase the clients ability to obtain employment (no longer having to check the "yes" box to whether you have been convicted), which will increase the client's employment opportunities and potential for higher income to sustain the household. It will also remove the conviction which can be a barrier to eligibility for subsidized housing.

Workshops and Seminars for Clients:

Expected Outcome: clients will be better educated on their legal rights and options that will help them avoid situations in the future that could lead to homelessness, and also to take action sooner to address legal issues that could lead to homelessness, when there are greater options available and a greater likelihood of a favorable outcome.

In-Service Training to Community Agencies/Faith Based Organizations:

Expected Outcome: staff will have a better grasp of the legal causes of homelessness so that they can issue-spot and make an appropriate referral to legal resources that can assist the client, and ultimately clients will seek legal advice and assistance to resolve situations that may have contributed to homelessness.

4. PERSONNEL

NAME ALL STAFF BEING FUNDED BY THE NOF BUDGET

The services shall be performed by qualified personnel. 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.

The project will be staffed by:

1. Supervising Attorney
2. Staff Attorney
3. Law Graduate/Staff Attorney
4. Paralegal/Community Advocate

LAD maintains a detailed job description for each of the above staff positions, which is available upon request.

5. PROJECT LOCATION(S) AND OPERATIONS SCHEDULE

- A) List the address of all sites from which project activities will be based, specifically identify the site of the project administrative office.

Locations	Dates	Services	Staff
Legal Aid and Defender* Main Office 613 Abbott, Detroit	During LAD business hours, currently 9-5 Monday-Friday	Legal advice; brief legal services; full legal representation, as appropriate; Legal Information Workshops and Seminars; In Service Training of Community Agency Staff	- Attorneys - Managing Attorney
Legal Aid and Defender Client Service Center 1240 Third St., Detroit	During LAD intake hours, currently 9-3 Monday- Thursday	Legal advice; brief legal services	- Attorneys - Supervising Attorney
COTS 96 Peterboro, Detroit,	4 th Wednesday each month 9am -12 pm	Legal advice; brief legal services; full legal representation, as appropriate; Legal Information Workshops and Seminars; In Service Training of Community Agency Staff	-Attorneys - Supervising Attorney -Paralegal
Veteran's Center 2770 Park, Detroit	2 nd Wednesday each month 9am-12pm	Legal advice; brief legal services; full legal representation, as appropriate; Legal Information Workshops and Seminars; In Service Training of Community Agency Staff	-Attorney - Supervising Attorney -Paralegal
Tumaini Center 3430 Third Street, Detroit,	3 rd Wednesday Each month 9am -12 pm	Legal advice; brief legal services; full legal representation, as appropriate; Legal Information Workshops and Seminars; In Service Training of Community Agency Staff	-Attorney -Supervising Attorney -Paralegal
Carstens Elementary School 2670 Copeland Detroit,	Quarterly	Legal advice; brief legal services; full legal representation, as appropriate; Legal Information Workshops and Seminars;	-Attorney -Supervising Attorney -Paralegal

* Administrative Office located at 613 Abbott, Detroit.

B) Provide the service area of the project, i.e. City-wide; specific area or neighborhood boundaries where program will operate and accept clientele from or other such information.

The service area for the project will be the City of Detroit. LAD will provide on-site legal outreach clinics where new client applications will be accepted and legal advice and information provided. LAD will also provide legal information seminars at various locations (including but not limited to those listed in "C)" below) within the City of Detroit.

C) Specify the days of the week and hours the project will operate, as applicable for each location.

Locations	Dates
Legal Aid and Defender Main Office 613 Abbott, Detroit	Weekly during LAD business hours, 9-5 Monday-Friday
Legal Aid and Defender Client Service Center 1240 Third St., Detroit	During LAD intake hours, currently 9-3 Monday-Thursday
COTS 96 Peterboro, Detroit	4 th Wednesday each month 9am -12 pm
Veteran's Center 2770 Park, Detroit	2 nd Wednesday monthly 9am-12am
Tumaini Center 3430 Third Street, Detroit	3 rd Wednesday Each month 9am -12 pm
Carstens Elementary School 2670 Copeland Detroit	Quarterly

6. PERFORMANCE SCHEDULE

- A. Define what the unit of service is: how many services and how many different people (or families, or households) will be served by the project over the life of the Agreement and/or any estimated monthly level of services to be provided. Include and define all special activities, such as a field trip, performance of a play or other event that may occur or any ultimate accomplishment. Provide dates by which events or milestone activities are to occur. In the standard paragraph below total all services and estimated number of persons/households or families to be served.

Units of Service	Total Number of for grant period	Benchmark/Frequency/Date
Clients receiving advice	84 clients	7/month
Clients provided full representation	36 clients	3/month
Workshops and Seminars for Clients Presented	6 workshops/seminars	bi monthly
City of Detroit Residents Attending Workshops/Seminars	50 workshop/seminar attendees	50 workshop/seminar attendees
In-Service Community Trainings Conducted	4 in service trainings	1 per quarter

During the term of this Agreement the Subrecipient shall, at a minimum, provide 180 service units to a minimum of 180 persons. On a monthly basis, the Subrecipient shall strive to meet the goal of providing 15 units of project services to an average of 15 persons.

- B. If the Agreement will have a Performance Based Budget, precisely define each unit of service for which payment will be made. Make sure the definition of each unit is clear and specific enough to pay on. Units of Service must be outcomes and accomplishments, not inputs. Also put the unit of service definitions on Exhibit B along with unit cost.

The agreement will not have a Performance Based Budget.

7. ANNUAL MEASURABLE PROJECT OUTCOME

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

CONDITION	INSTRUMENT	QUANTITY OR % ACCOMPLISHED
Clients are unaware of their legal rights on legal matters that contribute to homelessness	Community education/ workshops/education materials/legal representation	70% Client will better understand legal problem and be able to avoid similar legal problem
Clients have barriers to employment / housing due to criminal convictions	Legal representation	80% Eligible clients will obtain an Expungement
Clients have insufficient income to sustain housing	Legal representation	70% Clients will receive a favorable public benefit decisions that increases household resources
Service provider staff are unaware of legal solutions to many issues that lead to homelessness and legal resources available	Community education/ workshops/education materials/	80% of service providers will make appropriate referrals to legal resources that can assist the client

EXHIBIT A
SCOPE OF SERVICES
LEGAL AID AND DEFENDER ASSOCIATION, INC (LAD) RAPID RE-HOUSING ADVOCACY PROJECT
FY 2013-2014

During the term of this Agreement, the Subrecipient, Legal Aid and Defender Association, Inc., and the Rapid Re-Housing Project, shall provide public service activities herein called the "Project" or the "Services", in order to provide Direct Legal Assistance, Legal Information Workshops and Seminars and In Service Training of Community Agency Staff.

1. GENERAL REQUIREMENTS

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

Services shall be public and be provided to Detroit residents. No excessive fees shall be charged, nor "donations" for project services be requested, which would preclude lower income persons from gaining access to, or participating in, the Project Services hereunder.

Though public Services hereunder may be targeted to a particular subpopulation or problem area, the Subrecipient must abide by the provisions of Article 12 (Compliance with Laws and Security Regulations) and Article 15 (Fair Employment Practices and Nondiscrimination Requirements) of this Agreement. Therefore, the Subrecipient, in the provision of public Services, shall not discriminate against any otherwise qualified person applying for the public Services, nor give preference to persons, nor limit provision of Services to persons, based solely on factors of race, ethnicity, gender, age, handicap, disability, sexual orientation or religion.

2. CDBG NATIONAL OBJECTIVE CRITERIA

This Project will meet the Community Development Block Grant Program national objective in the following manner:

B2) Limited Clientele- FORMALLY LIMITING CLIENTELE EXCLUSIVELY TO LOW AND MODERATE INCOME PERSONS (100% must of low or moderate income.)

The Subrecipient shall limit the Services provided by the Project to low to moderate-income families and individuals. Unless the Subrecipient is otherwise notified by the City in writing, low to moderate income family limits shall be determined in accordance with the following guidelines. The subrecipient shall include in any program event advertisement where the numbers of people or method of contact make it difficult to collect low/moderate income eligibility information and will post prominently as said events the actual HUD low and moderate income limits.

**CDBG MAXIMUM GROSS INCOME LIMITS
AS OF DECEMBER 2013**

Family Size	Very Low Income Maximum (50%)	Low Income Maximum (80%)
1	\$22,550	\$36,050
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8*	\$42,550	\$68,000

*Over 8 persons in family add 8% of four person family limit for each additional member and then round to nearest \$50.

The Subrecipient shall maintain records to substantiate proof of each Project participant's family income. Records maintained by the Subrecipient must include the information included in Exhibit F hereof.

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 hereof. Such records shall identify program participants and/or beneficiaries, 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's personal or income information with due respect for confidentiality.

3. SERVICES TO BE PERFORMED

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6. PERFORMANCE SCHEDULE

- A. Define what the unit of service is: how many services and how many different people (or families, or households) will be served by the project over the life of the Agreement and/or any estimated monthly level of services to be provided. Include and define all special activities, such as a field trip, performance of a play or other event that may occur or any ultimate accomplishment. Provide dates by which events or milestone activities are to occur. In the standard paragraph below total all services and estimated number of persons/households or families to be served.

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During the term of this Agreement the Subrecipient shall, at a minimum, provide 180 service units to a minimum of 180 persons. On a monthly basis, the Subrecipient shall strive to meet the goal of providing 15 units of project services to an average of 15 persons.

- B. If the Agreement will have a Performance Based Budget, precisely define each unit of service for which payment will be made. Make sure the definition of each unit is clear and specific enough to pay on. Units of Service must be outcomes and accomplishments, not inputs. Also put the unit of service definitions on Exhibit B along with unit cost.

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

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Clients have insufficient income to sustain housing	Legal representation	70% Clients will receive a favorable public benefit decisions that increases household resources
Service provider staff are unaware of legal solutions to many issues that lead to homelessness and legal resources available	Community education/ workshops/education materials/	80% of service providers will make appropriate referrals to legal resources that can assist the client

	<i>ACCT#</i>	<i>AMOUNT</i>
HOMELESS PREVENTION		
SALARY*		
STAFF ATTORNEY (.85 FTE)	030	52,983
PARALEGAL (.50 FTE)	034	21,282
TOTAL SALARY		<u>74,265</u>
FRINGE BENEFITS (25.04% of Salary)		
FICA (6.2%)	110	4,604
MEDICARE (1.45%)	111	1,077
HEALTH INSURANCE (13%)	112	9,631
WORKER'S COMP (.24%)	126	178
UNEMPLOYMENT (9500 x 1.35fte x 4.15%)	130	532
		<u>16,022</u>
TOTAL PERSONNEL COST		<u>90,287</u>
NON PERSONNEL COSTS		
UTILITIES	330	1,000
TELEPHONE (Ameritech / AT&T)	410	1,000
OFFICE SUPPLIES (flyers, publicity, hand-outs)	610	1,000
PROFESSIONAL LIABILITY INSURANCE	812	1,500
CALR (computer aided legal research)	920	1,500
ADMINISTRATION FEE (5%)	999	3,713
TOTAL INDIRECT COSTS		<u>9,713</u>
TOTAL CONTRACT COST		<u>100,000.00</u>

EXHIBIT 3 – Sources of Proposed Match

City of Detroit
 Emergency Solutions Grant Program – FY 2011 Second Allocation
 Proposed Sources of Match

Applicant Organization: Legal Aid & Defender Association, Inc.

Date Submitted: April 25, 2014

Source of Match and Status:

	<u>Secured Match:</u>	<u>Anticipated Match:</u>	<u>Intended use in proposed Program:</u>	<u>Source and dates of award/ other:</u>
<u>CASH SOURCES:</u> Private cash donations	\$	\$		
Foundation Grants: specify Foundation A	\$	\$		
Foundation B	\$	\$		
City, County, State or Federal Funds (Non-ESG, if Federal source: specif.	\$	\$		
Other (specify): Michigan State Bar Foundation	\$	\$		
<u>NON-CASH SOURCES:</u> Value of donated equipment, materials, clothing, food	\$	\$		
Volunteers @ \$21 per hour (total hrs x \$21)	\$	\$		
Other (specify):	\$	\$		
TOTAL:	\$ -	\$ 200,000		

EXHIBIT C

ACCOUNTING AND BOOKKEEPING PROCEDURES AND REQUIREMENTS

ACCOUNTING JOURNALS & LEDGERS

1. **Co-mingling Funds.** There shall be a separate accounting that shows the source and "application" (distribution or expenditure) for all Agreement funds, but a separate bank or checking account is not required.
2. **Non-eligible costs** shall be segregated from Agreement costs. "Non-eligible costs" are those costs which are not properly documented or incurred in accord with the terms of this Agreement, are unallowable under Federal Cost Principles (OMB Circular A-122), or are non-eligible under Emergency Solutions Grant.
3. **Recovery from Other Sources.** Expenses paid or payable from outside funding sources other than this Agreement shall be excluded from the Agreement general ledger account. Double billing is prohibited. Expenses recovered or recoverable from other funding sources shall not be included in the Agreement payment/reimbursement requisition (Exhibit D herein).
4. **Generally Accepted Accounting Principles/Double Entry System.** All financial records shall be kept in accord with generally accepted accounting principles and procedures. The Subrecipient, or the Subrecipient's authorized fiduciary hereunder, shall maintain a double entry accounting system. The Subrecipient may use appropriate accounting computer software and technology to accomplish this purpose. The double entry accounting system shall include:

- a. **General Ledger** shall be established and maintained for all accounts affected by this Agreement. The General Ledger shall be posted up-to-date at least once a month.
- b. A **Cash Receipts Journal** shall be established and maintained. All Agreement payments shall be deposited in full in the Subrecipient's bank. Such bank must be a member of the FDIC. A bank deposit slip shall be kept on file which matches the amount of the Agreement payment.

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

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

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

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

3. Disbursement shall be supported by copies of vendor invoices

INTERNAL CONTROLS

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

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

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

GENERAL

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

7. **Equipment and other Personal Property.** Equipment [as defined at 24 CFR 54.2(l)], having a useful life of more than one year, that is purchased with funds derived from this Agreement, shall be marked with an appropriate tag or label, and inventories of such equipment shall periodically be taken. An inventory list of all such equipment purchased under this Agreement shall be submitted to the City. Tangible property purchased by the Subrecipient with Agreement funds shall revert to the City at the expiration or termination of this Agreement, unless the City enters into a new Agreement with the Subrecipient or issues other instructions regarding disposition of such property. Generally, the Subrecipient shall implement the Federal property management standards found at 24 CFR 54.31-37 with respect to property acquired under this Agreement.

8. **Budget Revisions.** Proper budgetary controls shall be established and periodically reviewed. Excessive (e.g. revised every month) shifts between budget line items are unallowable. The Subrecipient shall not change any line or sub-line item in the Budget (Exhibit B) without written approval by the City. Acceptance of a Budgetary Status Report (Exhibit J hereof) revision and subsequent payment of an invoice by the City constitutes such City approval, unless the Subrecipient is otherwise notified of a denial or a hold by the City in writing. All Budget line item adjustments must be reflected on the Budgetary Status Report (Exhibit J) as approved by the City. **The Subrecipient is never approved to create a new (additional) line item without City approval of an amendment to this Agreement in accordance with Article 13 hereof, Amendments.**

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

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

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

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

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

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

EXHIBIT D
PAYMENT/REIMBURSEMENT PROCEDURES AND REQUIREMENTS

The following procedures shall be followed by the Subrecipient to facilitate the request for reimbursement of funds expended for budgeted items in performance of the Agreement. The Subrecipient shall submit all requests for reimbursement **by the 15th of each month**. Requests for reimbursement shall be made monthly, unless the City approves a different time interval for submission. All final reimbursements shall be submitted within 90 days of expiration of the contract or by **(March 31, 2016)** unless the City approves a different time interval.

1. The Subrecipient shall submit **one original and one complete copy** of an Invoice that contains the following items of information:

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

- B. A budgetary status report in the format of the sample attached hereto as Exhibit J which includes appropriate line items for Indirect Costs (if any) and the Advance (if any) and line items to report Program Income and Interest earned on the Advance (if any);

- C. A check register listing the direct cost expenditures for the period listed in account order (see sample attached hereto as Exhibit I);

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

- 1. Receipts and Invoices - Copies of receipts and invoices shall be submitted in check register order. They shall include the date paid and the check number, and be signed or initialed by an authorized representative of the Subrecipient.
- 2. Mileage Reimbursement – All requests are to be on the "Private Car Mileage Report" (see sample attached hereto as Exhibit L).
- 3. Long Distance Calls - All long distance calls contained on the accompanying copy of the telephone bill shall be itemized on one form using the sample attached hereto as Exhibit K, or its equivalent. Any calls not accounted for will be assumed ineligible and therefore not reimbursable. Long distance calls are those made outside the Detroit metropolitan area. Reimbursement of any costs of telephone service and/or long distance calls shall only be allowable as pursuant to the Budget, Exhibit B.

D. Each submission shall contain a payroll register as per item d4 of Exhibit C (attached hereto and made a part hereof) following the instructions given in Exhibit G (attached hereto and made a part hereof) and utilizing the form found attached hereto as a sample as Exhibit H. ADP payroll or similar information acceptable to the City may be substituted for the Exhibit H form if it contains essentially the same information categories.

E. Personnel and payroll costs shall be backed-up with the Time Distribution Summary (Exhibit M hereof). Unless the City specifically requests the Subrecipient to submit time-related records for its review, time sheets, time cards, tax withholding records and other such records shall be kept on file by the Subrecipient in its offices to back up all personnel and payroll charges.

F. The signature of the Subrecipient's authorized representative is required on the forms to be submitted under paragraphs A, B, C, D, and E above.

2. The Subrecipient shall also submit together with each payment request, or at such time otherwise prescribed by the City Project Manager:

A. Performance Schedule, attached hereto as samples Exhibits E and E-2 respectively. If performance, or submission of Performance Schedules under this Agreement should fall behind by 60 days or more with respect to the Performance Schedule of this Agreement, then in accord with Article 9 hereof, the City may, within its reasonable discretion, suspend payment in whole or in part to the Subrecipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.

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

3. Any submission that does not comply with these procedures and which does not include all of these required supporting documents, may be returned to the Subrecipient with a Letter of Deficiency stating the reason for return. Reimbursement processing in full or in part will not begin by the City until an acceptable invoice with sufficient supportive documentation is received.

4. Requests for reimbursement for a contract years must begin to be submitted to the City within 90 days of contract execution or the start of the contract term whichever is later and must be submitted monthly thereafter.

5. All request for reimbursement must be for expenses incurred or purchases made during the term of the contract.

6. No request for reimbursement may be submitted later than fifteen (15) days after the termination date of the contract.

7. The City reserves the right, without compliance with Article 13 of this Agreement, to amend any of the above items or to add or to delete items, if experience, technological advances, Grantor Agency mandate, or other pertinent issues should make such a change, addition or deletion reasonable and/or necessary.

8. Indirect costs (if any) listed on Budget (Exhibit B), shall be paid, pending City approval of the Subrecipient's indirect cost proposal, as follows:

A. The approved indirect cost percentage shall be multiplied by the Subrecipient's direct costs for the period

B. This sum shall be added to the total direct costs documented and approved for that period.

- C. The indirect cost calculation shall be shown as the last item on Exhibit I, the check register.
- D. Should the City disallow any direct costs from the request, and then the City shall recalculate and reduce the indirect costs accordingly.

**EXHIBIT F
STATEMENT OF ELIGIBILITY**

LIMITED CLIENTELE - PRESUMED BENEFIT

SUBRECIPIENT ORGANIZATION _____

AGREEMENT SPO# _____

Type of Limited Clientele (Check, as applicable)

Senior Citizens	
Handicapped	
Homeless	
Abused Children	
Battered Spouses	
Illiterate Persons	
Migrant Farm Workers	

EXHIBIT G
PAYROLL REGISTER INSTRUCTIONS

(Instructions for: Exhibit H Payroll Register)

Post pay data.

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

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

Post net salaries.

Total the columns.

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

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

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

Exhibit M

Time Distribution Summary

Subrecipient Name: _____

Period From: _____ To: _____

Agreement Number: _____

Prepared By: _____ Date: _____

Authorized By: _____ Date: _____

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

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

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

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

Instructions for Certification

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

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

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

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

Subrecipient, Contractor
Subcontractor, or Principal

By: Deierdre L. Weir 

Its: President & CEO

Date: April 24, 2014

Exhibit O

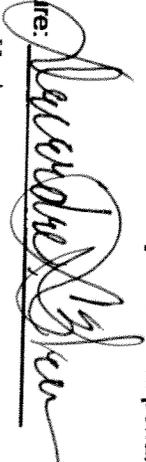
Certification Regarding Lobbying

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: 

Printed Name: Deierdre L. Weir

Title: President & CEO

Date: April 24, 2014

Exhibit P

SEPARATION OF CHURCH AND STATE

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

- a) It will not discriminate against any person applying for, or seeking to participate in, CDBG funded activities on the basis of religion and will not limit such services or give preference to persons on the basis of religion or religious belief;
- b) It will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing, in the provision of funded CDBG activities;
- c) If the organization conducts any religious activities, such activities must be offered separately in time or location from the funded CDBG activities, and participation of beneficiaries of CDBG funded activities in any such religious activities must be wholly voluntary;
- d) If CDBG funds are received for public service activities, minor maintenance repairs may be made to the facility space in which public services are to be provided only in proportion to the CDBG funding allocation for the entire facility and to the extent to which the facility is used for secular, public service eligible purposes. Such space must not be a sanctuary, chapel or other room(s) used as a principal place of worship or for inherently religious activities. The above notwithstanding, such expenditures are governed by approved line items as provided in Exhibit B, Budget, of this Agreement and in no case shall maintenance repair costs exceed \$5,000.00, unless the City grants an exception in writing.
- e) No CDBG funds may be used to improve, acquire, construct, rehabilitate, repair or maintain a sanctuary, chapel or other rooms that a CDBG-funded religious congregation uses as its principal place of worship or for inherently religious activities. However, if CDBG funds are awarded for public facility rehabilitation, and space other than provided above is used, the CDBG funds may be used for rehabilitation of structures only to the extent and proportion that those structures are used for conducting eligible CDBG activities. CDBG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible CDBG activities in accordance with cost accounting requirements of OMB Circular A-122.

Subrecipient Organization Name: Legal Aid & Defender Association, Inc.
Authorized Representative's Signature: 

Printed Name: Deierdre L. Weir

Title: President & CEO

Date: April 24, 2014

EXHIBIT Q

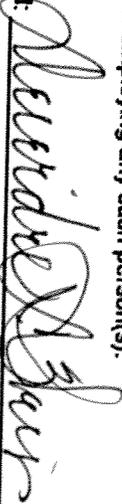
INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: Legal Aid & Defender Association, Inc.

Subrecipient Certification for Waiver of Workers Compensation and Employers Liability Insurance

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

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

Signed: 

Printed Name: Deirdre L. Weir

Title: President & CEO

Date: April 24, 2014

EXHIBIT R

INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name:

Subrecipient Certification for Waiver of Owned Automobile Liability Insurance

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

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

Signed:



Printed Name: Deirdre L. Weir

Title: President & CEO

Date: April 24, 2014

EXHIBIT S

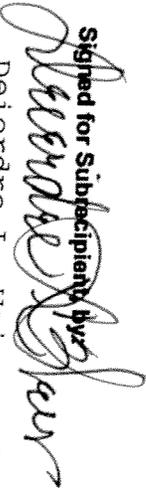
INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name:

Subrecipient Certification for Waiver of Owned Auto Coverage ("Any Auto")

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

Signed for Subrecipient by:



Deierdre L. Weir President & CEO April 24, 2014
Name Title Date

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

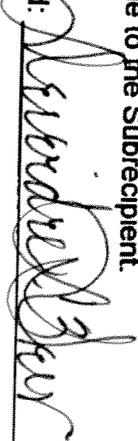
Paul Papp Dr. Dev. Specialist 4/1/2014
Name Title Date

EXHIBIT W
FUNDING AWARD EXPENDITURES

Subrecipient Organization Name: Legal Aid & Defender Association, Inc.

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

Any remaining balance shall be reprogrammed within 30 days of expiration of the agreement. Any prior grant award balances shall be reprogrammed and rendered inaccessible to the Subrecipient.

Signed: 

Printed Name: Deirdre L. Weir

Title: President & CEO

Date: April 24, 2014

EXHIBIT X

HMIS Certification Letter from HAND

(documenting acceptable participation in and compliance with HMIS requirements)



Main Office
613 Abbott Street
Detroit, MI 48226
313.967.5555 ph
313.962.0747 fx

Client Service Center
1240 Third Street
Detroit, MI 48226
313.967.5800 ph
313.962.0290 fx

Oakland County
Oakland Towne Center
28 N. Saginaw Street, Suite 510
Pontiac, MI 48342
248.253.1548 ph
248.253.7240 fx

Macomb County
32 Market Street
Mt. Clemens, MI 48043
586.465.1344 ph
586.465.1932 fx

Flint
653 South Saginaw
Suite 105
Flint, MI 48502
810.232.3600 ph
810.232.9434 fx

Deierdre L. Weir
President & CEO

April 28, 2014

Miriam L. Siefer
Executive Vice President &
Chief Defender
Federal Defender Office
Criminal Law Group

Ms. Gail Pryor, Project Manager
Homeless Coordination Division
Planning & Development Dept.
65 Cadillac Square, Suite 1400
Detroit, MI 48226

Joan Glanton Howard
Chief Counsel
Civil Law Group

Donald L. Johnson
Chief Defender
State Defender Office
Criminal Law Group

Dear Ms Pryor,

We have asked for a waiver of the data sharing as well as the data entry into HMIS systems. As I understand it, we are awaiting an evaluation of our database to confirm the capabilities of our system before the response to the request can be finalized.

Here is the initial email response we received to our request:

-----Original Message-----

From: Tracee Patterson (Davie)
[mailto:tpatterson@detroitmi.gov]
Sent: Monday, October 07, 2013 9:56 AM
To: Sharon Gant
Cc: Chidi Nyeche; Shirley Walker; Gina Spencer
Subject: RE: City ESG-HMIS Compliance

Ms. Gant,

Thanks for your on-time submission. We will review your HMIS compliance statement and provide feedback/next steps. Otherwise, unless there are issues and/or our CAPER team should have additional questions, please consider this confirmation of receipt of your accomplishment data.

Sincerely,
Tracee Patterson, Manager I
P&DD-Neighborhood Support Services
313-224-9027

Providing High Quality Legal Services to Disadvantaged Residents of Metro Detroit Since 1909.

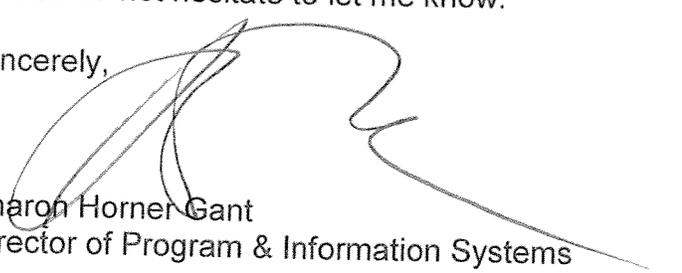


Legal Aid and Defender Association, Inc. is funded by the Legal Services Corporation, United Way for Southeastern Michigan, Michigan State Bar Foundation, City of Detroit, Wayne County, Administrative Office of U.S. Courts, U.S. Department of Housing and Urban Development and private donations.

Ms. Gail Pryor
April 28, 2014
Page 2

I hope you find this information helpful. If I can be of any further assistance, please do not hesitate to let me know.

Sincerely,



Sharon Horner Gant
Director of Program & Information Systems

SHG\shg

EXHIBIT Y

DOCUMENTATION OF APPLICANT SUBRECIPIENT'S ACCESS TO 90 DAYS' CASH TO ENSURE ONGOING PROGRAM OPERATIONS AND EXPENDITURES

The Applicant Organization must provide a recent bank statement along with a letter signed by the agency's elected Treasurer committing the agency's own available cash to remain available, up to the amount specified under PROJECT FEASIBILITY on page 13 above, that will allow all program operations and expenditures to proceed, pending reimbursement by the City of Detroit.

As an alternative, the Applicant Organization can provide a letter on letterhead from a lending institution, dated September 1 2012 or later, that identifies a Line of Credit or comparable instrument with an upper limit at or above the amount specified under PROJECT FEASIBILITY on page 13 above.

Applicant Organizations proposing a different way to ensure cash on hand may communicate with City of Detroit staff prior to the due date for this *Request for Proposals*.

EXHIBIT Z

EMERGENCY SOLUTIONS GRANTS PROGRAM CERTIFICATION FORM

I hereby certify on behalf of

Legal Aid & Defender Association, Inc.

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

1. If ESG funds are used for Homelessness Prevention and Rapid Re-Housing (1) The individual or family income is below 30 percent of median income for geographic area and (2) The individual or family lacks sufficient resources to retain housing or attain it without this assistance.
2. Homeless individuals and families shall be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services needed to achieve independent living, and other Federal, State, local, and private assistance available for such individuals.
3. The applicant organization will participate in Coordinated Assessment planning and implementation underway in the City of Detroit and involving City officials, HAND, and other nonprofit organizations.
4. The applicant organization will enter all required data into the City of Detroit's HMIS system, and will be accountable to ensure the timeliness, completeness and accuracy of data entry.
5. The applicant organization shall assure that they have taken all reasonable steps to minimize the displacement of persons, families or businesses as a result of a project assisted under this part.
6. The applicant organization shall comply with all Federal, State and Local Laws regarding nondiscrimination and equal employment opportunity and homeless persons' rights with respect to termination of services.

EXHIBIT Z (continued)

Z. EMERGENCY SOLUTIONS GRANTS PROGRAM CERTIFICATION FORM – CONT'D.

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

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

Signature: 

Name Printed: Deirdre L. Weir

Title: President & CEO

Date: April 24, 2014

Legal Aid and Defender Association,
 Rapid Re-Housing Budget
 Grant Year 2014

	<i>ACCT#</i>	<i>AMOUNT</i>
RAPID RE-HOUSING		
SALARY*		
STAFF ATTORNEY (.75 FTE)	030	46,750
PARALEGAL (.50 FTE)	034	21,282
TOTAL SALARY		<u>68,032</u>
FRINGE BENEFITS (30.04% of Salary)		
FICA (6.2%)	110	4,218
MEDICARE (1.45%)	111	986
HEALTH INSURANCE (18%)	112	12,207
WORKER'S COMP (.24%)	126	163
UNEMPLOYMENT (9500 x 1.25 fte x 4.15%)	130	492
		<u>18,066</u>
TOTAL PERSONNEL COST		<u>86,098</u>
NON PERSONNEL COSTS		
UTILITIES	330	4,500
TELEPHONE (Ameritech / AT&T)	410	2,000
OFFICE SUPPLIES (flyers, publicity, hand-outs)	610	1,000
PROFESSIONAL LIABILITY INSURANCE	812	1,500
CALR (computer aided legal research)	920	1,500
ADMINISTRATIVE FEES (5%)	999	3,402
TOTAL INDIRECT COSTS		<u>13,902</u>
TOTAL CONTRACT COST		<u>100,000.00</u>

Legal Aid and Defender Association,
Homeless Prevention Budget
Grant Year 2014

	<i>ACCT#</i>	<i>AMOUNT</i>
HOMELESS PREVENTION		
SALARY*		
STAFF ATTORNEY (.85 FTE)	030	52,983
PARALEGAL (.50 FTE)	034	21,282
TOTAL SALARY		<u>74,265</u>
FRINGE BENEFITS (25.04% of Salary)		
FICA (6.2%)	110	4,604
MEDICARE (1.45%)	111	1,077
HEALTH INSURANCE (13%)	112	9,631
WORKER'S COMP (.24%)	126	178
UNEMPLOYMENT (9500 x 1.35fte x 4.15%)	130	532
		<u>16,022</u>
TOTAL PERSONNEL COST		<u>90,287</u>
NON PERSONNEL COSTS		
UTILITIES	330	1,000
TELEPHONE (Ameritech / AT&T)	410	1,000
OFFICE SUPPLIES (flyers, publicity, hand-outs)	610	1,000
PROFESSIONAL LIABILITY INSURANCE	812	1,500
CALR (computer aided legal research)	920	1,500
ADMINISTRATION FEE (5%)	999	3,713
TOTAL INDIRECT COSTS		<u>9,713</u>
TOTAL CONTRACT COST		<u>100,000.00</u>

EXHIBIT 2 – Proposed Budget: Funding Request and Match

**City of Detroit
Emergency Solutions Grant Program – FY 2011 Second Allocation
Proposed Uses and Sources of Funds**

Applicant Organization:

Legal Aid & Defender Association, Inc.

Date Submitted:

April 25, 2014

Funds Sought and Match Provided:

Homeless Management Information System (HMIS)

Requested from City:

Amount of Match:

Rapid Re-housing – Total:
 Tenant-Based Rental Assistance:
 Housing Relocation and Stabilization Services:

Homelessness Prevention – Total:
 Tenant-Based Rental Assistance:
 Housing Relocation and Stabilization Services:

\$	\$
\$100,000	\$100,000
\$	\$
\$100,000	\$100,000
\$	\$
\$	\$

TOTAL: \$ 200,000 - \$ 200,000 - *

* Matching amounts are not required to be dollar for dollar in each program category; however, the TOTAL match shown on Exhibit 2 must equal or exceed the amount requested from the City of Detroit AND must equal the total match shown on Exhibit 3.