

Agreement and all financial records associated therewith. The Sub-recipient 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 Sub-recipient shall keep a property inventory for all property purchased in whole or in part with Agreement funds.

The Sub-recipient 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 Sub-recipient 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 Sub-recipient agrees to allow representative(s) of the City to make periodic inspections for the purpose of ascertaining that the Sub-recipient 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 Sub-recipient. If in the course of such inspections, the representative(s) of the City should note any deficiencies in the Sub-recipient's agreed upon services, such deficiencies may be reported promptly to the Sub-recipient in writing. The Sub-recipient 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 Sub-recipient 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 Sub-recipient. The Sub-recipient 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 sub-grants with contractors, subcontractors, agents, consultants and/or sub-sub-recipients 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 Sub-recipient pending the results of any such audit or monitoring without penalty or interest.

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

15.10 The Sub-recipient 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 PRACTICE 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Section 16 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 Sub-recipient shall not deny service to any person unless, in the reasonable judgment the Sub-recipient, 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 Sub-recipient staff or to participants. The Sub-recipient 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 Sub-recipient, signed by an authorized representative of the Sub-recipient, 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: **SANDRA O'NEAL**
Phone No: 313-224-9976

Sub-recipient Name: **Cass Community Social Services**
Sub-recipient Address: 11860 Woodrow Wilson
Detroit, MI 48206
Attention: **Karen Plants**
Phone No: 313-883-2277

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 Sub-recipient by implication or otherwise unless expressly set forth herein. The Sub-recipient 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 Sub-recipient 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 Sub-recipient agrees that service of process at the address and in the manner specified in Section 17 herein, will be sufficient to put the Sub-recipient on notice and hereby waives any and all claims relative to such notice. The Sub-recipient 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 Sub-recipient 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 Sub-recipient with right legal effect. "Affiliate" shall mean a "parent", subsidiary or other company controlling, controlled by or in common control with the Sub-recipient.

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 Section 9 herein.

18.10 The Sub-recipient 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 Sub-recipient and the Sub-recipient shall pay for the full reasonable cost of the City defending such claims, but at the Sub-recipient'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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor or sub-recipient, 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 sub-recipient, 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 Sub-recipient 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 Sub-recipient shall immediately notify the City. The requirements of this Section 18.16 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 Sub-recipient 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 Sub-recipient shall require all parties who stand in a lower tier relationship to the Sub-recipient, if any, to submit said certification to the Sub-recipient, if such lower tier relationship is a covered transaction defined at 24 CFR 24.110. The Sub-recipient shall also require all parties who occupy a position with the Sub-recipient defined at 24 CFR 24.105 as a principal to submit said certification to the Sub-recipient. The Sub-recipient shall immediately notify the City if, pursuant to the requirements of any such certification received by the Sub-recipient the party who had submitted said certification notifies the Sub-recipient, or the Sub-recipient otherwise learns that said certification is erroneous or has become erroneous by reason of changed circumstances.

The Sub-recipient shall require all sub-sub-recipient agreements, contracts, and subcontracts under this Agreement to contain a provision comparable to this Section 18.16.

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 Sub-recipient is free to render the same or similar advisory services to other clients.

18.19 The Sub-recipient 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 17, "Notices".

19. CONFIDENTIALITY

19.01 In order that the Sub-recipient effectively fulfill its covenants and obligations to the City under this Agreement, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Sub-recipient's Employees pertaining to the City's past, present, and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Sub-recipient shall instruct its personnel and consultants to regard all information gained by each such person, as a result of the Services to be performed hereunder, as information which is proprietary to the City and not to be disclosed to any organization or individual without prior consent of the Director of the Planning and Development Department.

19.02 The Sub-recipient agrees to take appropriate action with respect to its personnel to insure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement can be fully satisfied.

19.03 All of the reports, information, data, etc., prepared or assembled by the Sub-recipient under this Agreement are confidential and the Sub-recipient agrees that they shall not be made available to any individual or organization without prior written consent of the Director of the Planning and Development Department except as required by Federal law pursuant to Section 15 herein, and except as required by any other requirements or provisions of this Agreement. The reports and documents reference in this paragraph may also be subject to disclosure under the Michigan Freedom of Information Act.

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

20. HIRING POLICY

20.01 The City of Detroit Ordinance No. 29 -11 approved by the City Council on November 22, 2011, amends the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, by adding Division 6, Criminal Conviction Questions for City Contractors, which consists of Sections 18-5-81, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified.

20.02 The Sub-recipient agrees to establish a hiring policy in compliance with the City of Detroit's Ordinance No. 29-11 as amended. Such policy shall be submitted to the City of Detroit within 90 days of approval of this agreement by both parties.

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. Cheryl [Signature]
2. Kim Crowell

SUBRECIPIENT:

By: Rw. [Signature]
(Signature of Corporate Officer)
Its: CCSS PRESIDENT
(Office Held)

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 16th day of April,
2014, by Faith E. Fowler, the Executive Director of
(Name of Corporate Officer) (Office Held)
Cass Community Social Services, a Michigan Corporation on behalf of the
Corporation.



[Signature]
Notary Public
My commission expires 8/4/19

WITNESSES:

1. _____
2. _____

CITY OF DETROIT, Planning and Development Dept.

By: [Signature]

Its: _____

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON SEP 09 2014

[Signature]
Purchasing Director Date

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

[Signature]
Corporation Counsel Date

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING DIRECTOR.

RESOLUTION OF CORPORATE AUTHORITY

I, Patrice Wade, CORPORATE SECRETARY of **Cass Community Social Services**, a Michigan corporation (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on March 18, 2014, and that the same is now in full force and effect:

"RESOLVED, that the Chairperson, the Vice Chairperson, the Treasurer, the Secretary, and each of them, hereby is 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."

I FURTHER CERTIFY that:

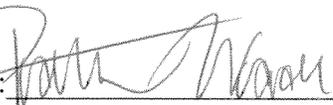
Daniel Swanson _____ is Chairperson,
Sue Jeffers _____ is Vice Chairperson,
Sue Thomasson _____ is Treasurer,
Patrice Wade _____ is Secretary,
Rev. Faith E. Fowler, MPA, M.Div _____ is Executive Director,

I FURTHER CERTIFY that any of the aforementioned officers of the Company is authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Agreement between the City of Detroit and **Cass Community Social Service** entered into for the purpose of providing Emergency Solution Grant Services and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 16th day of April, 2014.

CORPORATE SEAL

(if any)

Signature: 
Corporate Secretary

EXHIBITS:

EXHIBIT A

SCOPE OF SERVICES

CASS COMMUNITY SOCIAL SERVICES EMERGENCY SHELTER REHABILITATION FY 2012 FUNDING

During the term of this Agreement, the Sub-recipient, **CASS COMMUNITY SOCIAL SERVICES AND EMERGENCY SOLUTIONS GRANT PROJECT**, shall provide emergency shelter facility rehabilitation services herein called the "Project" or the "Services", in order to provide **EMERGENCY SHELTER REHABILITATION**.

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 Sub-recipient must abide by the provisions of Section 13 (Procurement and Compliance with Laws and Security Regulations) and Section 16 (Fair Employment Practices and Nondiscrimination Requirements) of this Agreement. Therefore, the Sub-recipient, in the provision of public Services hereunder, 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.

PROJECT LOCATION (S) AND OPERATIONS SCHEDULE

The Sub-recipient agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the rehabilitation of the building(s) to be used as an emergency shelter and the Project Area during the terms of this agreement with respect to the phasing of work hereunder. The Sub-recipient shall operate the emergency shelter(s) assisted hereunder so as to be open to the public.

ESG Project Area is located at:

CASS COMMUNITY SOCIAL SERVICES
11850 WOODROW WILSON, DETROIT, MI. 48206

Cass Community Social Services is a citywide program. Emergency shelter program serves any homeless person who meets family and gender requirements. Assistance other than emergency shelter is provided to residents of the City of Detroit.

The Cass Community Social Services homeless shelter operates on 24/7 schedule. Case management services are provided five days per week according to the schedule.

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

ESG NATIONAL OBJECTIVE CRITERIA

This Project will meet the Community Development Block Grant Program National Objective in the following way: Formally Limited (100%) Clientele - PRESUMPTIVE BENEFIT.

The Cass Community Social Services serves primarily low to moderate income residents. People coming to Cass Community Social Services for assistance are required to submit the application/request for assistance that is met by a screening process which requires, name, address, phone number, as well as proof of identity, proof of income, and proof of a problem (eviction, unpaid utilities, etc.). According to data provided in applications for assistance, all individuals and families come from low or moderate income families.

Depending on the type of assistance requested, each of the applicants is required to complete a specific application process that provides information on economic status and the need of the family. The Cass Community Social Services uses the Federal Poverty guidelines as the criteria for service. In addition, The Cass Community Social Services will go up 200% above the recommended amount.

| ESG MAXIMUM GROSS INCOME LIMITS - Effective 12/18/13 | | | |
|---|----------------------------|--|---------------------------------------|
| FAMILY SIZE | EXTREMELY BELOW 30% | VERY LOW INCOME ABOVE 30% BELOW 50% | LOW INCOME ABOVE 50% BELOW 80% |
| 1 | 13,600 | 22,650 | 36,200 |
| 2 | 15,550 | 25,850 | 41,400 |
| 3 | 17,500 | 29,100 | 46,550 |
| 4 | 19,400 | 32,300 | 51,700 |
| 5 | 21,000 | 34,900 | 55,850 |
| 6 | 22,550 | 37,500 | 60,000 |
| 7 | 24,100 | 40,100 | 64,150 |
| 8* | 25,650 | 42,650 | 68,250 |

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

For homeless shelter services applicants only need to state a need for service. However, due to the relationship between poverty and homelessness, 100 percent of our shelter clients are low income. The Sub-recipient will gather and maintain records with appropriate information to show that 100 % of clients meet HUD guidelines that specify the subpopulation(s) below as being presumed to be primarily low to moderate income homeless persons.

PERSONNEL

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 Sub-recipient and shall be available for review by the City.

The Cass Community Social Services did not request any staffing expenses through the capital funding of ESG.

Organizational capacity needed to carry out the proposed activities and services:

Throughout the years, the Cass Community Social Services has been awarded several federal, state and city contracts. Cass Community Social Services staff possesses necessary knowledge and expertise of the procedures and requirements of government contracts.

ESG REHABILITATION GENERAL REQUIREMENTS

Phase - I Services:

A. Agreement/Permission of Property Owner

If the Sub-recipient is not the Property Owner, the Sub-recipient shall enter into an agreement with the Property Owner or provide other evidence to the City, such as a lease agreement, specifying that the Property Owner consents to all work hereunder to be performed on the Owner's building, and that the Owner consents to the filing of the lien (**Exhibit F**) in favor of the City against the Owner's Property. The Property Owner for this project is The Salvation Army Denby Emergency Homeless Shelter.

B. Specifications

1. The Sub-recipient shall provide all necessary feasibility studies, drawings, specifications or other services needed to prepare the bid package offered to rehab and Construction Subcontractor(s) and to monitor the rehab and Construction Subcontractor(s) work performance. The Sub-recipient may engage the services of a professional consultant, with prior approval of the City, and when necessary, to perform these functions. Selection of any professional consultant to be so engaged shall comply with the federal procurement standards found at 24 CFR Part 84.
2. The purchase of equipment, motor vehicles, fixtures, furnishings, or other such item not an integral structural fixture is generally an ineligible cost, and these shall NOT be included in work specifications, unless specifically approved by the City.
3. The Sub-recipient shall obtain written approval from both the Property Owner and the City for all specifications and working drawings. Such City approval shall be obtained from the Planning and Development Department (P&DD hereafter), prior to offering any bid package to Construction Subcontractor(s). If the property to be rehabilitated has National Register historic designation, and/or is located within a locally designated historic district, the Sub-recipient shall submit for approval a scope of services and work description to the P&DD Historic Preservation Unit and to the Detroit Historic District Commission. If the property is listed on the National Register, it shall be rehabilitated in accord with the recommended approaches in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (revised 1983).

4. Wherever feasible, within cost limitations, the following work items, by trade breakdown, shall be included in the work specifications; **see attachment 1 of Exhibit A (Scope of Work)**.

C. Bidding Procedures for Construction Work

1. All solicitations of bid proposals by the Sub-recipient from Construction Subcontractors shall be done according to the procedures for competitive sealed bids as follows:
 - a) All 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.
 - b) In competitive sealed bids (formal advertising) sealed bids are publicly solicited and a firm- fixed price contract (lump-sum or unit price) is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is lowest in price.
2. In order for formal advertising to be feasible, appropriate conditions must be present, including as a minimum, the following:
 - a) A complete, adequate and realistic specification or purchase description is available;
 - b) Two or more responsible suppliers are willing and able to compete;
 - c) The procurement lends itself to a firm-fixed price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.
3. When formal advertising is used for a procurement under this Agreement, the following requirements shall apply:
 - a) Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to respond prior to the date set for the opening bids. In addition, the invitation shall be publicly advertised.
 - b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or service needed in order for the bidders to properly respond to the written invitation.
 - c) All bids shall be opened publicly at the time and place stated in invitation for bids.
 - d) A firm-fixed price subcontract award shall be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest.
4. Any subcontract that requires construction or facility improvements costing more than **\$100,000.00** must meet the minimum bonding and insurance requirements as

follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
 - b) A performance bond on the part of the Subcontractor for 100 percent of the subcontract price. A "performance bond" is one executed in connection with a subcontract to secure fulfillment of all the Subcontractor's obligations under such subcontract.
 - c) A payment bond on the part of the Subcontractor for 100 percent of the subcontract price. A "payment bond" is one executed in connection with a subcontract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the subcontract.
5. The Sub-recipient agrees to include these requirements in any bid package it assembles for work in excess of \$100,000.00 and require bidders to submit proof of and adhere to the same. Insurance and bonding requirements for subcontracts of \$100,000.00 or less shall be in amounts deemed necessary to protect the Owner's and the City's interest. All subcontracts shall at a minimum include all of the insurance required in Article 8 of this Agreement, and in addition, as may be applicable:
- a) The General Liability Insurance shall include coverage for:
 1. Products liability;
 2. Complete operations liability;
 3. Blanket contractual liability for all written agreements;
 4. The Commercial General Liability Insurance shall include coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
 - b) All Professional Services subcontracts for the service of architects, engineers or other professional consultants shall include Professional Liability with minimum limits of ONE MILLION (\$1,000,000) DOLLARS per claim and TWO MILLION (\$2,000,000) DOLLARS aggregate.
 - c) Fidelity bonds for all employees, officers, and board members who handle or record cash or prepare or sign checks and for employees, officers and board members who have any other access to funds and/or checks.
6. All bids received shall be submitted to the City along with the Sub-recipient's written recommendation for work award. The award recommendation shall always be for the lowest responsible bidder. A bidder may not be deemed responsible if the bid amount varies substantially from the estimated cost of the proposed work, if bonding or insurance requirements cannot be met, if minimum experience on such projects cannot be verified, nor if the bidder is listed as debarred by HUD and the City of Detroit.

7. The Sub-recipient shall submit to the City the proposed construction subcontract(s) along with the award recommendation(s) for the City's review and approval. The City shall notify the Sub-recipient within ten working days of receipt thereof of the results of the City's review. The City shall not unreasonably withhold its approval of the Sub-recipient's proposed subcontract(s) and recommendation(s), unless these are found in violation of any pertinent law, rule or regulation, or best management practices and/or it is in the best interests of the project for the City to do so.
8. Prior to, or upon City approval of the Sub-recipient's award recommendation(s) and proposed subcontract(s), the Sub-recipient shall arrange with the City a pre-construction conference as required by labor standards policy. Only after said pre-construction conference is held and all labor standards issues are satisfactorily complied with, shall the City issue the Notice to Commence Construction Work as specified in Article 3 of this Agreement. The Sub-recipient shall not execute any proposed construction subcontract until the Commencement Notice has been issued by the City to the Sub-recipient.

Phase – II Services:

A. Construction/Rehab (construction)and Monitoring Procedures

- (1) The Sub-recipient shall execute the construction subcontract(s) only as approved by the City. Each subcontract shall conform to all of the terms and conditions hereof, as applicable. The Sub-recipient shall insure that all necessary permits are obtained from the Buildings, Safety Engineering and Environmental Department (BSEED) and other local, state or Federal agencies before construction work begins.
- (2) The Sub-recipient shall monitor all construction work in progress and assure that all interior and exterior work items are completed in a satisfactory and workman like manner complying with the terms hereof, the terms of the executed construction subcontract, local building code requirements, proper construction practice and manufacturer's recommendations for product use and installation. The Sub-recipient shall see that all construction and demolition debris related to the work performed hereunder is removed as it is generated, and shall clean all glass and remove all labels, spots, stains, and marks from all materials, fixtures, windows or equipment furnished or installed. These cleanup requirements shall apply to any other walls, floors, fixtures or areas which may suffer in any way from the performance of the Sub-recipient's or Construction Subcontractor(s)' work.
- (3) The Sub-recipient shall take all necessary and prudent actions to correct all defects and/or deficiencies discovered during the performance of the services, shall notify the City as soon as such deficiencies are discovered, and inform the City of the action to be taken to correct them and/or request any City assistance necessary.
- (4) All work shall be guaranteed by the Construction Subcontractor(s) for a one year minimum after completion.
- (5) If during the course of construction work, it becomes necessary to modify or otherwise change any work to be performed on the building, the Sub-recipient shall secure the prior written approval of the Property Owner and the City for any such change. Such change shall not cause the project to exceed the maximum allowable cost provided for hereunder. All such approved changes shall be incorporated as amendments to the construction subcontract.

B. Progress Payment Requests - Construction Subcontractors

The Sub-recipient is responsible for assembling and reviewing all Construction Subcontractor payment requests and for submitting all requests in a properly documented form, as required in Exhibit B of this Agreement to the City in a timely manner. Neither the Sub-recipient, nor any of its Construction Subcontractors, shall request payment from the Property Owner, for any of the services performed hereunder, unless the Sub-recipient is the Property Owner.

C. Labor Standards

All construction work performed on this building rehabilitation project is subject to federal and local labor standards as required.

The Sub-recipient shall require all Construction Subcontractors to comply with these standards and shall monitor their compliance therewith. The Sub-recipient shall inform the City when it has any knowledge of noncompliance with these standards.

D. Performance Schedule

The Sub-recipient shall perform all Services hereunder in accord as nearly as possible with the Schedule contained in City approved construction documents, but within the term of this Agreement. If the Sub-recipient determines that certain work tasks cannot feasibly be performed during the time originally scheduled, the Sub-recipient may, with the City's concurrence, revise the Performance Schedule. In no case, however, may any revision of the Performance Schedule extend beyond the expiration date of this Agreement, unless the Agreement is so amended. Variations from the schedule which delay the project progress must be fully explained to the City and remedies approved by the City must be implemented immediately.

E. Report Requirements

The Sub-recipient shall submit to the City every month a report of the Services rendered hereunder in such format and content as the City may require. Reports shall directly relate to the time schedule and projected units of work completed for that period. The report shall clearly state the Sub-recipient's progress with respect to work tasks begun, work tasks in progress, and work tasks completed during the period. The Sub-recipient shall fully explain in the report any problems causing the Sub-recipient to fall behind the schedule by more than two weeks, recommend any actions it will take to correct the delay and/or request any assistance needed from the City. The Sub-recipient shall also report any favorable conditions which may contribute to the Sub-recipient being ahead of schedule. Upon completion of the Services hereunder, termination, or expiration of this Agreement, the Sub-recipient shall submit a **final report** to the City describing all accomplishments, major problems encountered and its evaluation and recommendations regarding program operations.

F. Capital Assets

Capital assets valued at **FIFTY (\$50.00) DOLLARS** or more, and items not consumed as part of construction, but purchased with the funds derived from this Agreement, will be marked with an appropriate tag or label and inventories will be periodically taken and reported to the City.

All property purchased with Agreement funds, except for property which is either consumed in the construction or becomes part of the constructed building, shall revert to the City at the expiration or termination of this Agreement.

The City reserves the right to amend any of the above items or add to them if experience dictates such a change or addition is necessary without compliance with Article 13 of this Agreement.

Attachment – 1 of EXHIBIT A

Emergency Shelter Rehabilitation Scope of Work

GENERAL REQUIREMENTS

This emergency shelter rehabilitation work involves renovating shelter bathrooms, showers, walkways/upgrade to ADA accessible and replacing shelter roof. The detailed scope of work includes:

1. Where applicable, the scope of work covered by this ESG contract includes handling of materials containing asbestos which may be encountered during removal and demolition operations and/or incidental procedures. The scope also include providing equipment required to protect workers and occupants of the building or area, or both, from contact with airborne asbestos fibers as required by local, state and federal regulations including OSHA (Occupational, Safety and Administration) requirements where applicable.
2. The scope of work also includes the disposal of the removed asbestos containing materials as required by Federal, State, and Local regulations.
3. The work specified herein shall be the removal of asbestos containing materials by competent persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos-contaminated areas and comply with all applicable Federal, State, and Local regulations and are capable of and willing to perform the work of this contract.
4. The Sub-recipient shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the WORK in accordance with all applicable Federal, State, and Local regulations and these specifications.
5. The Sub-recipient is responsible for restoring the WORK area and auxiliary areas utilized during the abatement to conditions equal to or better than original. Any damage caused during the performance of abatement activities shall be repaired by the Sub-recipient (e.g. paint peeled off by barrier tape, nail holes, water damage, broken glass).
6. Where applicable, the scope of work covered by this ESG contract also includes compliance with the lead-based requirements. This includes the removal and disposal of lead-based paint from affected surfaces of lead-containing materials of insulated equipment, piping, and walls in the project area according to Federal, State and Local regulations.

REFERENCES

1. CODE OF FEDERAL REGULATIONS (CFR): The minimum standards from the Emergency Solutions Grants (ESG) Program interim rule per 24 CFR 576.403 which establishes the minimum standards for safety, sanitation, and privacy in emergency shelters funded with ESG funds as provided by HUD.
2. 29 CFR 1910, 29 CFR 1910.134, 29 CFR 1910.1025, 29 CFR 1910.1200, 29 CFR 1926, 40 CFR 50, 40 CFR 60, 40 CFR 117, 40 CFR 122, 40 CFR 261, 40 CFR 263, 40 CFR 265, 40 CFR 268, 40 CFR 300, and 40 CFR 302.
3. STATE OF MICHIGAN REGULATIONS: MCLA 299.9101 – 299.11107.
4. Barrier free accessibility: The emergency shelter must be accessible per Michigan Barrier Free requirement and Title II of the American with Disability Act.

5. NATIONAL INSTITUTE FOR OCCUPATIONAL HEALTH AND SAFETY: NIOSH Method 7082.
6. AMERICAN SOCIETY FOR TESTING AND MATERIALS: ASTM D 3335.
7. EPA (Environmental Protection Agency) Publications: SW-846, Test Methods for Evaluation Solid Waste – Physical. Chemical Methods and EPA Method 3050.
8. SSPC (Steel Structures Painting Council): Guide 61 (CON), Guide for Containing Debris Generated During Paint Removal Operations.
9. "Industrial lead paint removal Handbook, "2nd Edition, Kenneth A. Trimber

Rehabilitation Scope of Work – Shelter

- Use painting and coating with zero- VOC, volatile organic compound to the maximum extent possible and provide documentation prior to application.
- Demolition work to be executed to provide services for air and water pollution prevention and controls as required by state and local authorities having jurisdiction.
- Remove and haul away construction debris including of demolished structures and properly dispose at an approved site according to State, Federal and Local regulations.
- Salvage and separate on-site for recycling and for disposal of all removed items.
- Disconnect existing plumbing as necessary to do carpentry work and reconnect.
- Use water efficient plumbing fixtures especially those labeled by WaterSense® plumbing fixtures and provide documentation to City before installation.
- Provide product information sheet and catalog cut for each plumbing fixture proposed.
- Provide product information sheet for each paint product proposed.
- Use EPA EnergyStar® certified products and appliances high level of energy efficiency to the maximum extent possible and provide documentation to the City before installation.
- Provide coating on exterior and interior surfaces where required throughout the Project Area that conform to the regulations of Local, State and the Federal Environmental Protection Agency (EPA).

MEN'S ROOM

1. Demo two stall partitions, three sink faucets, a stainless steel urinal and flush valve. Install two new polymer stall partitions with toilet paper dispensers. Install new 42" grab bar in handicap stall wall. Install three new commercial grade sink faucets and new stainless steel urinal and flush valve.

WOMEN'S ROOM:

2. Demo three stall partitions and remove two sink faucets. Install three new polymer stall partitions with toilet paper dispensers. Install new 42" grab bar in handicap stall wall. Install three new commercial grade sink faucets. Note: third faucet requires new holes drilled and supply lines and shut off valves to be installed.

3. DRINKING FOUNTAINS:

Remove two drinking fountains in hallway and install two new fountains at different elevations if possible. Height will be determined by drain line accessibility.

4. SHOWER ROOM:

Demo: three shower stalls and all drain and supply lines. Remove a portion of concrete floor to expose drain lines and to re-pitch for ADA shower. Remove partition wall and toilet. Remove exhaust fan. Demo door and steel frame to make room for 36" door.

Plumbing: Install three new shower drains, a sink drain, a 3" drain line for laundry room, a floor drain, three shower valve assemblies, a small vanity with sink and commercial grade faucet, a power flush toilet and all new water lines. Note: re-pipe 1 1/2" drain line in ceiling to new drain line.

Concrete: Pour concrete back, where previously removed, for drain lines and pour two stalls level with existing curb and third level with floor for ADA shower.

Framing: 2x6 stud wall on back wall of shower and 2x4 stud wall for partition walls. Cover all walls with cement board and prep for tile.

Tile: Install new tile over existing floor and in new shower walls and floors. Grout and apply sealer.

Carpentry: Install new 36" door with steel frame and locking hardware. Install new exhaust fan in place of old one. Install new polymer partition wall for toilet.

Laundry room: Remove existing drain line and water lines. Replace with three wash boxes plumbed to a new dedicated drain and new water lines. Also remove and replace laundry tub and faucet.

5. Back-up Generator

Provide labor and materials for 100 Kilowatt N.G. generator
Install generator panel and feed from transfer switch
Install transfer switch in basement
Allowance to move 15 circuits to generator
Generator will be by Generac
Permit will be pulled from Detroit
Crane will be provided to place unit.

6. FAMILY SHELTER ROOF OPTION #2 NEW ROOF:

Remove gravel 100% off roof.
Prep roof for new rubber roof.
Install perlite insulation board to deck as needed.
Install new peel and stick base sheet to flat roof.
Install new heat applied rubber roof to flat roof.
Install new retro fit drain if needed.
Install new termination bar wall flashing.
Install new metal copping flashing as needed.
Reseal all flashing and penetrations.
Clean up and haul away all job related debris.
5 year guarantee on workmanship.

EXHIBIT B

BUDGET/PAYMENT PROCEDURES AND REQUIREMENTS

| | | | |
|--|--------------|-------------|--------------|
| A. CONSTRUCTION COST | \$ 80,000.00 | \$80,000.00 | \$160,000.00 |
| B. ADVERTISING | \$ 0.00 | 0 | 0 |
| C. PROFESSIONAL CONSULTANT*/REIMBURSEMENT | \$ 0.00 | 00 | 0 |
| D. INSURANCE | \$ 0.00 | 0 | 0 |
| E. OTHER | \$ 0.00 | 0 | 0 |
| | | 0 | 0 |
| TOTAL NOT TO EXCEED \$ 80,000.00 | \$80,000.00 | \$80,000.00 | 160,000.00 |

The Sub-recipient shall not change any of the above line items without prior written City approval.

The Sub-recipient's subcontract(s) with professional consultant(s) shall be submitted to the City for approval. Payment for such costs is contingent upon such submission and City approval.

Payment Procedures and Requirements

The following procedures shall be followed by the Sub-recipient to facilitate the request for payment for budgeted items in performance of the Agreement.

1. The Sub-recipient shall submit, in a timely manner, four (4) complete copies of an invoice that contains the following items of information:
 - a) A letter of transmittal formally stating the total requested amount and signed by an authorized representative of the Sub-recipient. The format for the letter of transmittal shall be as outlined in this Exhibit B, Attachment 3.
2. Requests for payments for the Project Coordinator or Consultants hereunder (if any) shall be evidenced by the following information:
 - a) Invoices and Receipts: Invoices from the Project Coordinator and/or Consultants shall detail the amount(s) requested by work item performed, and hours worked per item, and shall be certified as to completion by the documentation. All such invoices and reimbursable expenses shall be signed by the Sub-recipient's authorized representative.
3. Reimbursable expenses, if any, of the Project Coordinator or Consultant shall be backed up by paid receipts, bills, invoices or other appropriate documentation. All such invoices and reimbursable expenses shall be signed by the Project Coordinator and/or Consultant and shall state that the payment is requested for

work performed under this Agreement. Such costs shall be allowable only to the extent provided in the contracts between such Project Coordinator and/or Consultants and the Sub-recipient as approved by the City.

4. Progress payment requests for Construction work hereunder shall contain the following items of information:
 - a) An itemized description of the work completed in accord with the approved specifications, change orders and costs.
 - b) All invoices from all subcontractors who provided materials and/or services.
 - c) Receipts for permit and inspection fees (if any).
 - d) Waivers of lien from Construction Subcontractor(s), tradesmen, or suppliers, as applicable. In the case of partially completed work, a Partial Conditional Waiver of Lien shall be submitted, as applicable.
 - e) Sworn statements from the Construction Subcontractor(s) or the General Contractor, as applicable.
 - f) Inspection Report from the City indicating satisfactory completion and acceptance of work items for which payment is requested on the form attached hereto as Attachment 1 of Exhibit B.
 - g) The Sub-recipient shall see that, for each week in which any construction contract work is performed, a certified copy of the payroll for all mechanics and laborers employed on this project is submitted to the City by the Construction Contractor(s). Failure to submit a payroll each week shall be sufficient cause for rejection by the City of the Construction Contractor's invoice for payment. Upon completion of this public facility rehabilitation project, the Contractor shall submit to the City Certificates of Acceptance from the BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT, as applicable, and a written statement of satisfaction from the private Owner(s) of the property so improved, as applicable, in the form attached hereto as Attachment 2 of Exhibit B.
 - h) In addition to the above documentation, in order to receive final payment, the City may withhold from such final payment request for construction work, any amount it deems necessary, but not more than ten percent (10%), to ensure complete satisfaction with all work performed. Such hold back shall be paid by the City upon final approval of all work to the satisfaction of the P&DD coordinator/Project Manager.
 - i) Any payment request that does not comply with these procedures will be returned to the Sub-recipient with a letter stating the reason for the return. Payment processing by the City will not begin until an acceptable invoice with sufficient supportive documentation is received by the City. Supportive documentation includes, but not limited to, product specifications, catalogue cut sheets, verification, samples, shop drawings, certifications for equipment, products label, appliances or other items pending installation or installed as part of the construction.
 - j) If performance under this Agreement should fall behind by 60 days or more with respect to the Report Requirements of this Agreement, (Exhibit E, Page 1 of 2), then in accord with Article 9 hereof, the City may, within its reasonable discretion, suspend payment to the Sub-

recipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.

- k) The Sub-recipient shall include in its progress payment request to the City, a certification that, the Sub-recipient, shall disburse the progress payment funds received by the Sub-recipient from the City within three working days of receipt of said funds from the City. In the event that the Sub-recipient determines that it is inappropriate to so disburse said funds, in whole or in part, the Sub-recipient shall immediately return to the City the amount of said funds not disbursed.
- l) The City reserves the right to amend any of the above items or add to them if experience dictates such a change or addition is necessary without compliance with Section 12 of this Agreement.

ATTACHMENT 1 of EXHIBIT B

INSPECTION REPORT

The following CONSTRUCTION work relative to the property at: 11860 Woodrow Wilson, Detroit, MI 48206

was performed in accord with the terms of the Scope of Services of the Construction Contract under Agreement # 2894808 as follows:

Construction work on the above property was in the total amount of \$ _____ and has been completed in accord with the approved specifications and all items are satisfactorily completed in accord with generally accepted construction methods and requirements of the applicable local code for the project area.

Signature: _____
(Nonprofit Sub-recipient and/or Architect)

ATTACHMENT 2 of EXHIBIT B

PROPERTY OWNERS WORK COMPLETION STATEMENT AND PAYMENT AUTHORIZATION

For completion of all work under Agreement # 2894808 _____, as listed below:

This work contracted for by _____ and _____

(Construction Company)
(Owner's Name)

for work under the auspices of the City of Detroit Neighborhood Opportunity Fund Program, at the property located at: _____ has been completed.

(I am) (We are) satisfied with the quality of the work and approve payment to the aforementioned construction contractor.

(I) (We) understand that the work contract is a legal agreement for repairs or renovation only, between the Owner and the Construction Contractor; the City of Detroit is Grantor of the funds for approved construction work. Therefore, guarantees for all material and workmanship provided in the repair or renovation of the aforesaid property are entirely the responsibility of the construction contractor.

Signed: _____
Owner/Owner's Authorized Representative

Title: _____

Date: _____

ATTACHMENT 3 of EXHIBIT B

PAYMENT REQUEST

(To be submitted on organization's letterhead)

Date

Sandra O'Neal
Planning and Development Department
65 Cadillac Square - Suite 1400
Detroit, Michigan 48226

RE: Name of Organization
Address of Organization Contact
Number

Dear (Project Manager's Name):

In review of the work performed by (subcontractor named below) and the attached invoice, I request that (\$ _____) be released to _____, for this payment request. I also certify, that within (3) business days of receiving these funds that payments will be made to the requested party.

Payment Request No. (Overall) _____
Name of Subcontractor/Architect: _____
Address of Subcontractor _____
Service(s) Provided _____
Amount \$ _____

Sincerely,

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

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

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

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

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

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

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

1. Employee salary and wage payments shall be supported by time and attendance forms which the Subrecipient shall keep on file for City review and monitoring. Time-keeping/attendance records shall be formally approved by an authorized supervisory representative of the Subrecipient or as otherwise provided in the Subrecipient's personnel procedures.

2. Withholding taxes shall be based on proper authorizations and computed in the proper manner.

3. Reporting of payroll with supportive detail shall meet the requirements as stipulated in this Agreement (Exhibits B, G, H, and M).

4. Written contracts shall be maintained when the Subrecipient has hired a person to work on this Agreement as a personal services contractual employee or independent professional contractor. The Subrecipient shall follow Internal Exhibit C, Accounting And Bookkeeping Procedures And Requirements Revenue Services guidelines (IRS Publication 15, Circular regarding the treatment of, and liability for payment of, withholding and other taxes for all such persons hired on contract.

INTERNAL CONTROLS

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

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

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

GENERAL

6. **Employee/Personnel Records.** Appropriate personnel data for employees, including personal services contract 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.

EXHIBIT D
PAYMENT/REIMBURSEMENT PROCEDURES AND REQUIREMENTS

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

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

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

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

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

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

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

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

D. Each submission shall contain a payroll register as per item 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 E
REPORT REQUIREMENTS**

Part 1 of 2

(Submit after contract award and on monthly basis until contract completion. Attach separate sheet for explanation if schedule falls behind.)

Submitted by (initials) _____ Today's Date _____ Percent (%) Complete _____

Subrecipient _____ Report No. _____

Contract No./Amount _____

Contract Approved (date) _____

Phase I Notice to Proceed (date) _____

Phase II Notice to Proceed (date) _____

Amendments (amounts/dates) _____

Project Address(s) _____

Construction Contractor/Award Date/Amount _____

Change Orders/Date/Amount _____

CONSTRUCTON SCHEDULE

| | | Est. Time Completion (project Schedule) | Actual % Complete (to date) | % Complete (report prior) |
|---------------|--|--|-----------------------------------|------------------------------------|
| A. | Construction Documents and Specifications | _____ weeks _____ date | _____ % _____ date | _____ |
| B. | Bidding | _____ weeks _____ date | _____ % _____ date | _____ |
| C. | Construction Contract Awarded | _____ weeks _____ date | _____ % _____ date | _____ |
| D. | Construction | _____ weeks _____ date | _____ % _____ date | _____ |
| E. | Close Out | _____ weeks _____ date | _____ % _____ date | _____ |
| TOTALS | | _____ weeks | _____ weeks | _____ |

REPORT REQUIREMENTS

The Subrecipient further understands and agrees that the above stated Exhibit E report requirements may be changed to conform to the requirements of an ordinance, rule, regulation or policy of the City of Detroit or HUD.

In addition to the report requirement of this Exhibit E, the P&DD Contract Management System, or any current modifications thereof, may require that further Subrecipient performance data may need to be reported upon. The Subrecipient agrees to provide the City with any data that the Contract Management System shall require. The City agrees that no unreasonable additional requirements shall be imposed upon the Subrecipient as to data to be reported. The City shall base any such additional reporting requirements on Federal regulations and the City's program monitoring needs.

RESOLUTION OF CORPORATE AUTHORITY

I, _____ Corporate Secretary of _____ a Michigan Corporation (the "Company" **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____ 20 ____ and that the same is now in full force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer and the Secretary and each of them, hereby is authorized to execute and deliver, in the name of 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 instruments, 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 such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that _____ is Chairman of the Board, and _____ is President, _____ and _____ are Vice Presidents, _____ is Treasurer, and _____ and _____ is Secretary.

I FURTHER CERTIFY that any of the aforementioned officers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the lien agreement between the City and the Company entered into on _____ and that all necessary corporate approvals have been obtained in relationship thereto.

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

CORPORATE SEAL
(if any)

Corporate Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

EXHIBIT G
EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex nor national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payoff or other forms of compensation and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed or on behalf of the contractor, state that all qualified applicants will received consideration for employment without regards to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No.11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency or the Secretary of Labor maybe directed as a means of enforcing such provisions including sanction for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency or the Secretary of Labor, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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: R. W. H. H. H.

Its: Executive Director

Date: April 16, 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: Rev. Faith Fowler

Printed Name: _____

Title: _____

Date: April 16, 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: Class Community Social Services
Authorized Representative's Signature: [Signature]

Printed Name: Rev Faith Fowler

Title: Executive Director

Date: April 16, 2014

EXHIBIT R
INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: N/A

Subrecipient Certification for Waiver of Owned Automobile Liability Insurance

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

It is further agreed that should the Subrecipient intend to acquire one or more automobile(s) {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement, the Subrecipient will: (1) notify the 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: _____

Title: _____

Date: _____

EXHIBIT S

INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name:

Oss Community Social Services

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:

Rw. Tina Full

Name

Executive Director

Title

April 16, 2014

Date

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

Signed for Department, by:

Name

Title

Date

EXHIBIT T
INSURANCE WAIVER & CERTIFICATION for

Subrecipient Organization Name: _____

N/A

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

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

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit U

N/A

EXHIBIT V
Weekly Time/task log
 (Sample- for NOF activities ONLY)

PLEASE CHANGE, ADD OR ELIMINATE ANY ACTIVITIES FROM WEEK TO WEEK AS APPLICABLE TO YOUR SITUATION
 Use actual times so that this serves as a time sheet. Exhibit. E backup should match hours worked.

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

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

Prepared by: _____

Approved By: _____ Date _____

Signature

COMMENTS:

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



EXHIBIT W

FUNDING AWARD EXPENDITURES

Subrecipient Organization Name: Cass Community Social Service

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: Rev. Faith Fowler
Title: Executive Director
Date: April 16, 2014

EXHIBIT 4

CoC AND HMIS PARTICIPATION CERTIFICATION

ESG APPLICANT: Cass Community Social Services

NAME OF CONTINUUM OF CARE: Homeless Action Network of Detroit (HAND)

MY SIGNATURE BELOW ATTESTS THAT THIS ESG APPLICANT AGENCY:

1. Is an active participant in the Homeless Action Network of Detroit. Yes No
If no, please provide an explanation:
2. Is an active user of the City's approved HMIS. Yes No
3. This proposed activity fills a gap in the City's homeless service delivery system Yes No



SIGNATURE OF CoC EXECUTIVE DIRECTOR

11/18/2013

DATE

Tasha Gray

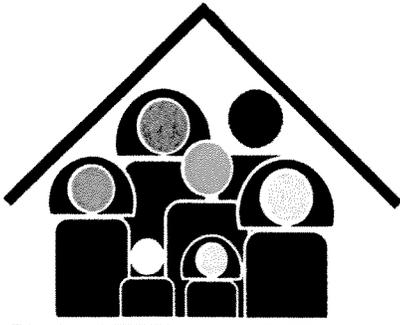
PRINTED NAME, TITLE

Executive Director

TITLE

Homeless Action Network of Detroit

AGENCY



Cass Community Social Services

11850 Woodrow Wilson, Detroit, Michigan 48206 (313) 883-CASS, Fax (313) 826-1391

November 20, 2013

Chidi B. Nyeche
Executive Manager
Neighborhood Support Services Division
City of Detroit
Planning & Development Department
65 Cadillac Square, Suite 2300
Detroit, MI 48226

RE: Warming Center ESG – MATCH & Cash Flow

Dear Chidi:

This letter shall serve as a commitment from Cass Community Social Services, Inc. (CCSS) to match funds from the U. S. Department of Housing and Urban Development for the Emergency Solutions Grant Program from City of Detroit (HUD pass-through) ESG funds designated for the above named project. This match shall be in the amount of \$101,332 for Warming Center, and shall be available for use immediately and throughout the 2013-2014 season. Match is derived from PATH from H&HS for Staffing, Client Assistance and Prevention, and from Private Donations, and CCSS Fundraisers. This match shall be utilized for Warming Center Case Management, Operations and Services as stated in our RFP Response on this project.

Cash Flow – For this project, 25% of the award amount is \$26,000. We have this cash flow well in hand through our current receivables of \$300,000. Also, we have worked with the City now for 15+ years. We understand what we have to do in order to maintain cash flow.

Please contact me directly with any issues or questions you may have with this proposal. Thank you.

Sincerely,

Rev. Faith E. Fowler, MPA, M. Div.
Executive Director
Cass Community Social Services

EXHIBIT Z

EMERGENCY SOLUTIONS GRANTS PROGRAM CERTIFICATION FORM

I hereby certify on behalf of

Cass Community Social Services, 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 organization shall comply with all rules and regulations regarding lobbying, conflicts of interest, and the prohibited use of debarred, suspended or ineligible contractors. The organization shall ensure that records are maintained as necessary to document compliance with 42 CFR Part 576.2 and the organization's grant agreement with the City. Additionally, the organization shall ensure the confidentiality of records pertaining to any individual provided family or treatment services under any project assisted with ESG. The organization has, or will have upon execution of the grant agreement, an action plan to assure that no oneless persons serve on the applicant's Board of Directors in an advisory or other capacity.

The undersigned is duly authorized by the Board of Directors of the above named organization to execute the above conditions to the City of Detroit.

Signature: *Ron Folsom*
Name Printed: Ron Folsom
Title: Executive Director
Date: April 16, 2014

*Organization: Kesh Investment - Sheri Adelle
times in arrears 2011/2012/2013*

CERTIFICATION - DRUG FREE WORKPLACE REQUIREMENTS

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

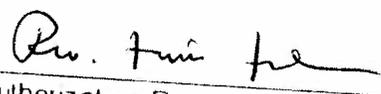
- b Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- c Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1) (2) (3) (4) (5) (6)

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

Place of Performance

Street Address
City
County
State
Zip Code

Cass Community Social Services
Name of Organization


Authorization Representative's Signature

Red Faith Fowler
Printed/Typed Name

Executive Director
Title

April 16, 2014
Date